



# भारत का राजपत्र

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 No. 48। NEW DELHI, NOVEMBER 25—DECEMBER 1, 2012, SATURDAY/AGRAHAYANA 4—AGRAHAYANA 10, 1934

भाग में खिल पृष्ठ संख्या दी जाती है जिससे कि यह पृथक् संकलन के रूप में रखा जा सके।  
 Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
 PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सार्वियक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India  
 (Other than the Ministry of Defence)

## वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 21 नवम्बर, 2012

का. आ. 3496.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उपखण्ड (i) के उपबंध आईडीबीआई बैंक लि. पर लागू नहीं होंगे, जहां तक उनका संबंध बैंक के अध्यक्ष एवं प्रबंध निदेशक श्री आर एम मल्ला के बैंकिंग कार्यालय संस्थान (आईडीबीएस) के शासी मण्डल में सदस्य के रूप में नामित होने से है।

[सं. 13/12/2010-बीओ-I]

वित्त विभाग, अवर सचिव

## MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 21st November, 2012

S. O. 3496.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Government of India on the recommendations of the Reserve Bank of India, hereby declare that the provisions of sub-clause (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to IDBI Bank

Ltd. in so far as it relates to the nomination of Shri R.M. Malla, Chairman & Managing Director of the Bank for nomination as a Member on the Governing Board of Institute of Banking Personnel Selection (IBPS).

[No. 13/12/2010-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 26 नवम्बर, 2012

का. आ. 3497.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग)नियम, 1976 के नियम 10 के उप-नियम(4) के अनुसरण में राजस्व विभाग के अधीन प्रवर्तन निदेशालय के निम्नलिखित कार्यालयों, जिनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

1. कोलकाता क्षेत्रीय कार्यालय, प्रवर्तन निदेशालय, सी.जी.ओ. कॉम्प्लेक्स, तीसरी एम एस ओ बिल्डिंग, छठा तल, सी.एन.डी. विंग, डी.एफ. ब्लॉक, साल्टलेक, सेक्टर-1 कोलकाता-700064
2. गुवाहाटी उपक्षेत्रीय कार्यालय, प्रवर्तन निदेशालय, हाऊस नं. 20, बाइलैंड नं. 1, राजगढ़ रोड, गुवाहाटी-781003
3. गोवा उपक्षेत्रीय कार्यालय, प्रवर्तन निदेशालय, सेंट बिल्डिंग, सेंटआइनेज, पणजी, गोवा

[सं. ई. 11017/1/2012-एडी (हिन्दी-4)]

चन्द्र भान नासनौली, निदेशक (राजभाषा)

New Delhi, the 26th November, 2012

**S.O. 3497.**—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976 the Central Government hereby notifies the following offices of the Directorate of Enforcement under the Department of Revenue, where more than 80% staff have acquired the working knowledge of Hindi :—

1. Kolkata Regional Office, Directorate of Enforcement, C.G.O. Complex, IIIrd M.S.O. Building, VIth floor, C.N.D. Wing, D.F. Block, Saltlake, Sector-I, Kolkata-700064
2. Guwahati Sub-regional office, Directorate of Enforcement, House No. 20, Byland No.I, Rajgarh Road, Guwahati-781003.
3. Goa Sub-regional office, Directorate of Enforcement, Saint Building, Saint Inez, Panji, Goa-403001.

[No. E. 11017/1/2012-AD (Hindi-4)]

CHANDERBAN NARNAULI, Director (OL)

### वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग )

नई दिल्ली, 20 नवम्बर, 2012

**का. आ. 3498.**—केन्द्रीय सरकार, नियंत्रित (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के साथ पठित, नियंत्रित (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स रिलाइबल एनालाइटिकल लेबोरेट्रीज प्रा. लि., एफ-2, 1 और 2 तल, लीला प्लाज़ा, नैल्सोर मेस के सामने, दाबागार्डन, विशाखापत्तनम्-20, आन्ध्र प्रदेश, भारत में स्थित है, को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय, की अधिसूचना सं. का.आ. 3975, तारीख 20 दिसम्बर, 1965 की अधिसूचना में उपाबद्ध अनुसूचियों में विनिर्दिष्ट खनिज और अयस्क, समूह -1 अर्थात् लौह अयस्क को नियंत्रित से पूर्व निम्नलिखित शर्तों के अधीन विशाखापत्तनम में निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :—

(i) मैसर्स रिलाइबल एनालाइटिकल लेबोरेट्रीज प्रा. लि., एफ-2, 1 और 2 तल, लीला प्लाज़ा, नैल्सोर मेस के सामने, दाबागार्डन, विशाखापत्तनम्-20, आन्ध्र प्रदेश, भारत खनिज तथा अयस्क समूह-1 का नियंत्रित (निरीक्षण) नियम, 1965 के नियम 4 के अधीन उनके द्वारा अपनाई गई निरीक्षण की पद्धति की जांच करने के लिए, इस निमित्त नियंत्रित निरीक्षण परिषद् द्वारा नामानिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी ;

(ii) मैसर्स रिलाइबल एनालाइटिकल लेबोरेट्रीज प्रा. लि., एफ-2, 1 और 2 तल, लीला प्लाज़ा नैल्सोर मेस के सामने, दाबागार्डन, विशाखापत्तनम्-20, आन्ध्र प्रदेश, भारत, इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण) द्वारा समय-समय पर लिखित में दिए गए ऐसे निर्देशों से आबद्ध होंगे ।

[स. 4/10/2012-नियंत्रित निरीक्षण]

ए. के. त्रिपाठी, संयुक्त सचिव

### MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 20th November, 2012

**S. O. 3498.**—In exercise of the powers conferred by the sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises, M/s. Reliable Analytical Laboratories Pvt. Ltd. located at F-2, 1 & 2, 2nd Floor, Leela Plaza, Opp. Nellore Mess, Dabagarden, Vishakhapatnam-20, Andhra Pradesh, India, as an agency for a period of three years from the date of publication of this notification, for the inspection of Minerals and Ores Group-I, namely, Iron Ore, specified in the Schedule annexed to the Ministry of Commerce notification number S. O. 3975, dated the 20th December, 1965, prior to export of said minerals and ores at Vishakhapatnam, subject to the following conditions, namely :—

- (i) M/s. Reliable Analytical Laboratories Pvt. Ltd. located at F-2, 1 & 2, 2nd Floor, Leela Plaza, Opp. Nellore Mess, Dabagarden, Vishakhapatnam-20, Andhra Pradesh, India, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in carrying out the inspection under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules, 1965;
- (ii) M/s. Reliable Analytical Laboratories Pvt. Ltd. located at F-2, 1 & 2, 2nd Floor, Leela Plaza, Opp. Nellore Mess, Dabagarden, Vishakhapatnam-20, Andhra Pradesh, India, in the performance of their function under this notification shall be bound by such directions as the Director (Inspection and Quality Control) may give in writing from time to time.

[No. 4/10/2012-Export Inspection]

A. K. TRIPATHY, Jt.Secy.

## सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

नई दिल्ली, 27 नवम्बर, 2012

**का. आ. 3499.—हिन्दी:** केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है :—

1. महात्मा गांधी ग्रामीण औद्योगिकरण संस्थान, मगनवाडी, वर्धा - 442 001 (महाराष्ट्र)।
2. शाखा-सूक्ष्म, लघु व मध्यम उद्यम विकास संस्थान, हॉस्पिटल रोड, दिफू-782460, जिला -कार्बी आंगलोंग (असम)।
3. सूलमउ-परीक्षण केन्द्र (पूर्व में क्षेत्रीय परीक्षण केन्द्र), सूलमउ विकास संस्थान (भूतल) बाईस गोदाम औद्योगिक सम्पदा, जयपुर-302006 (राजस्थान)।

[ सं. ई-12016/01/2005-हिन्दी ]

सी. के. मिश्रा, संयुक्त सचिव

## MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

New Delhi, the 27th November, 2012

**S. O. 3499.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices, under the control of the Ministry of Micro, Small & Medium Enterprises, whose more than 80% staff has acquired working knowledge in Hindi :—**

1. Mahatma Gandhi Institute for Rural Industrialization, Maganwadi, Wardha-442 001 (Maharashtra).
2. Branch Micro, Small & Medium Enterprise-Development Institute, Hospital Road, Diphu-782 460 District-Karbi Anglong, (Assam).
3. MSME-Testing Station (Formerly Field Testing Station) Micro, Small & Medium Enterprise, MSME-DI Building (Ground Floor) Bais Godam Industrial Estate, Jaipur-302 006 (Rajasthan).

[No. E-12016/01/2005-Hindi]

C. K. MISHRA, Jt. Secy.

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

( उपभोक्ता मामले विभाग )

( भारतीय मानक व्यूरो )

नई दिल्ली, 19 नवम्बर, 2012

**का. आ. 3500.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम (4) के उपविनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—**

## अनुसूची

क्रम संख्या	लाइसेंस संख्या सीएम/एल	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा.	भा. अनु.	वर्ष
1.	एल-9958924	10-10-2012	मै. लॉर्ड शिवा आइस फैक्टरी, ५सी-१५, बी.पी.एन.आई.टी. जिला फरीदाबाद-121 001, (हरियाणा)	पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)	14543	-	2004
2.	एल-9959118	11-10-2012	मै. रिलाएंस जैम्स एण्ड ज्वैल्स लि. शॉप नं. 9, 10, 11, 12, 12बी व 14, गोल्ड सूक्ष्म माल, सी-लॉक, सुशान्त लोक-1, जिला गुडगाँव-122 102 (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	1999

क्रम संख्या	लाइसेंस संख्या सीएम/एल	स्वीकृत करने की तिथि	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा.मा.	भाग	अनु.	वर्ष
3.	एल-9959219	11-10-2012	मै. रिलाएंस जैम्स एण्ड ज्वैल्स लि. शॉप नं. 9,10, 11,12, 12बी व 14, गोल्ड सूक माल, सी-ब्लॉक, सुशान्त लोक-1 जिला गुडगाँव-122 102 (हरियाणा)	चॉदी एवं चॉदी मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	2112	-	-	2003
4.	एल-9959421	12-10-2012	मै. गोयल ज्वैलर्स ओवरसिस कॉरपोरेशन, जीएफ-25, गोल्ड सूक, सुशान्त लोक, ब्लॉक-सी, जिला गुडगाँव-122 002 (हरियाणा)	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
5.	एल-9959825	12-10-2012	मै. गोयल ज्वैलर्स ओवरसिस कॉरपोरेशन, जीएफ-25, गोल्ड सूक, सुशान्त लोक, ब्लॉक-सी, जिला गुडगाँव-122 002 (हरियाणा)	चॉदी एवं चॉदी मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	2112	-	-	2003

[सं. सी एम डी/13:11]

एम. के. जैन, वैज्ञानिक 'एफ' एवं प्रमुख

## MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 19th November, 2012

**S. O. 3500.—**In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

## SCHEDULE

Sl. No.	Licences No. CM/L	Grant Date	Name & Address of the Licensee	Title of the Standard	IS No.	Part	Sec.	Year
1.	L-9958924	10-10-2012	M/s. Lord Shiva Ice Factory, 5C-15, B-P. N.I.T.Distt. Faridabad-121 001, Haryana	Packaged Drinking water (Other than Packaged Natural Mineral Water)	14543	-	-	2004
2.	L-9959118	11-10-2012	M/s. Reliance Gems and Jewels Limited, Shop No. 9,10,11,12, 12B & 14, Gold Souk Mall,C-Block, Sushant Lok-I, Distt. Gurgaon-122 002 Haryana	Gold & Gold Alloys, Jewellery/Artefacts-Fineness and Marking	1417	-	-	1999

Sl. No.	Licences No. CM/L	Grant Date	Name & Address of the Licensee	Title of the Standard	IS No.	Part	Sec.	Year
3.	L-9959219	11-10-2012	M/s. Reliance Gems and Jewels Limited, Shop No. 9,10,11,12, 12B & 14, Gold Souk Mall,C-Block, Sushant Lok-I, Distt. Gurgaon- 122 002 Haryana	Silver & Silver Alloys, Jewellery/Artefacts- Fineness and Marking	2112	-	-	2003
4.	L-9959421	12-10-2012	M/s. Goel Jewellers Overseas Corporation, GF-25, Gold Souk, Sushant Lok, Block-C, Distt.Gurgaon-122 002 Haryana	Gold & Gold Alloys, Jewellery/Artefacts- Fineness and Marking	1417	-	-	1999
5.	L-9959825	12-10-2012	M/s. Goel Jewellers Overseas Corporation, GF-25, Gold Souk, Sushant Lok, Block-C, Distt.Gurgaon-122 002 Haryana	Silver & Silver Alloys, Jewellery/Artefacts- Fineness and Marking	2112	-	-	2003

[No. CMD/13:11]

M.K. JAIN, Scientist 'F' &amp; Head

नई दिल्ली, 19 नवम्बर, 2012

का. आ. 3501.—भारतीय मानक व्यूरो (प्रमाणन) विनियम 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :-

## अनुसूची

क्रम संख्या	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम भारतीय मानक का शीर्षक	रद्द करने की तिथि
1.	एल-9758007	मैं. जोतिन्द्रा स्टील एंड ट्र्यूब्स लि. 14/3, मथुरा रोड, निकट मेवला महाराजपुर, फरीदाबाद - 121 003 (हरियाणा)	लाइन पाइप -इ आर डब्लू, काली बीवल समाप्त 1978:1982	10-10-2012

[सं. सीएमडी/13:13]

एम. के. जैन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 19th November, 2012

S. O. 3501.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each:

## SCHEDULE

Sl No.	Licences No.	Name & Address of the Party	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
1.	L-9758007	M/s. Jotindra Steel & Tubes Ltd., 14/3, Mathura Road, Near Mevla Maharajpur, Distt. Faridabad-121 003 Haryana	Line Pipe-ERW, Black, Bevel ends IS 1978: 1982	10-10-2012

[No. CMD/13:13]

M. K. JAIN, Scientist 'F' &amp; Head

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इस भारतीय मानक की प्रतियाँ भारतीय मानक व्यरों, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, सेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नामपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ टी एक्स डी/जी-25]  
अनिल कुमार, वैज्ञानिक 'ई' एवं प्रमुख (टी एक्स डी)

New Delhi, the 20th November, 2012

**S. O. 3503.**—In pursuance of Clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been issued :

#### SCHEDULE

Sl. No.	No., Title and Year of the Indian Standards	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 9113 : 2012 Textile -Jute Sacking General Requirements (Second Revision)	—	October, 2012

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. TXD/G-25]

ANIL KUMAR, Scientist 'E' and Head (TXD)

#### पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 30 नवम्बर, 2012

**का. आ. 3504.**—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में उक्त अधिनियम के अधीन केरल राज्य के भीतर गेल (इण्डिया) लिमिटेड की कोच्चि कूटनाट मैंगलूर-बैंगलूर पाइपलाइन के लिये सक्षम अधिकारी के कार्यों का निर्वहन करने के लिये श्री एम. अनिल कुमार, स्पेशल डिप्टी कलेक्टर, केरल सरकार, को दिनांक 3-11-2012 से प्राधिकृत करती है।

[सं. एल-14014/62/2012-जी.पी.]

ए. गोस्वामी, अवर सचिव

#### MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 30th November, 2012

**S. O. 3504.**—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorizes Shri M. Anil Kumar, Special Deputy Collector, Government of Kerala to perform the functions of Competent Authority for Kochi-Koottanad- Mangalore/Bengaluru pipeline of GAIL (India) Limited, under the said Act, within the territory of Kerala State w.e.f. 3-11-2012.

[No. L-14014/62/2012-GP.]

A. GOSWAMI, Under Secy.

नई दिल्ली, 20 नवम्बर, 2012

**का. आ. 3502.**—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के संशोधन के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

### अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन संख्या और वर्ष	संशोधन लागू होने की तिथि
1.	आई एस 7131 : 1973 -नाइट्रोफॉस्फेट आधारित ग्रेनुलेटेड उर्वरकों की विशिष्टि	संशोधन संख्या 1 वर्ष 2012	30 नवम्बर, 2012

इस संशोधन की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चेन्नई, मुम्बई, चंडीगढ़ तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में ब्रिकी हेतु उपलब्ध हैं।

[संदर्भ एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 20th November, 2012

**S. O. 3502.**—In pursuance of Clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to the Indian Standard, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

### SCHEDULE

SI No.	No. and Year of the Indian Standards	No. and Year of the Amendment	Date of which the Amendment shall have effect
1.	IS 7131 : 1973 Specification for Nitrophosphate Based Granulated Fertilizers	Amendment No. 1 Year 2012	30 November, 2012

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. FAD/G-128]

Dr. R.K. BAJAJ, Scientist 'F' and Head (Food & Agri.)

नई दिल्ली, 20 नवम्बर, 2012

**का. आ. 3503.**—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

### अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 9113 : 2012 वस्त्रादि -पटसन के बोरे का कपड़ा - सामान्य अपेक्षाएं (दूसरा पुनरीक्षण)	—	अक्टूबर, 2012

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 1 नवम्बर, 2012

**का.आ. 3505.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार मैसर्स गेल इंडिया लिमिटेड दिल्ली के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, दिल्ली के पंचाट (संदर्भ सं. 94/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-10-2012 को प्राप्त हुआ था।

[सं. एल-30012/23/2003 आई आर (एम)]  
जोहन तोपनो, अवर सचिव

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 1st November, 2012

**S.O. 3505.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 94/2011) of the Central Government Industrial Tribunal/Labour Court No. 1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Gas Authority of India Ltd. (Delhi) and their workman, which was received by the Central Government on 30-10-2012.

[No. L-30012/23/2003-IR (M)]

JOHAN TOPNO, Under Secy.

**ANNEXURE**

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1, KARKARDOOMA COURTS COMPLEX,  
DELHI**

**I.D. No. 94/2011**

Sh.Pawan Kumar,  
R/o Block No.12, H.No.186,  
Lodi Colony,  
New Delhi-110003. .... Workman  
*Versus*

The Director,  
Gas Authority of India Ltd.,  
16, Bhikaji Cama Place,  
R.K. Puram, New Delhi. .... Management

**AWARD**

Gas Authority of India Limited, (in short GAIL) entered into telecom business in 2001 as service provider for basic operators. When its product work gathered momentum GAIL concentrated on marketing with a view to keep in touch with its customers through furnishing of different documentation, some of which were customer specific. It approved its TBG, Phase-II "B" project as a result of which on going activities of its work content

doubled. To handle work efficiently two data entry operators were given to TBG project, out of whom one was Shri Pawan Kumar, the claimant. He was engaged as data entry operator on 10.10.2001 on casual basis. His services were utilized upto 15.5.2002. Thereafter his services were dispensed with. Aggrieved by the said act, the claimant raised a demand for reinstatement in service of GAIL. When his demand was not conceded to, he raised an industrial dispute before the Conciliation Officer. Since GAIL contested his claim conciliation proceedings ended into a failure. Failure report was submitted to the appropriate Government by the Conciliation Officer. On consideration of the said report, the appropriate Government referred the dispute to this Tribunal, vide order No. L-30012/23/2003-IR (Misc.) New Delhi dated 24.1.2003, with following terms:—

“Whether the action of the management of Gas Authority of India Ltd., in terminating the services of Shri Pawan Kumar Ex-Data Entry Operator with effect from 4.7.2002 is justified? If not, to what relief the workman concerned is entitled?”

2. Claim statement was filed by Shri Pawan Kumar pleading therein that he joined as data entry operator with GAIL on 10.10.2001. He was paid salary at Rs. 4000.00 P.M. He was given extension for six months on 2.2.2002 by Shri Alok Singh, Manager. It was mentioned in note-sheet recorded by Shri Alok Singh that an additional data entry operator was required, besides the two data entry operators already working with him. He worked with GAIL till 4.7.2002. However, his salary after 5.5.2002 was not paid. Shri Alok Singh, Manager, signed contingency bill dated 20.5.2002 for payment of his wages the period from 5.5.2002 to 30.6.2002. On 4.7.2002 he was orally told not to attend the office any further. He approached senior officers who assured him that he would be reinstated and his wages would be released soon. When no action was taken, he was constrained to request the authorities to allow him to continue in service and to release his wages. When needful was not done, he wrote letter dated 12.8.2007 but to no avail. He rendered continuous service of 278 days. Termination of his service is in violation of the principles of natural justice. Neither reasons for termination of his services were disclosed nor any compensation was paid to him. He claims that act of termination of his service may be declared as null and void and his salary from 15.5.2002 till date alongwith consequential benefits may be released.

3. Claim was demurred by GAIL pleading that it is a public sector enterprise of Government of India. It has definite rules, regulations and policies for selection, recruitment and appointment of its staff. Rules and regulations for recruitment are to be followed. For recruitment of incumbents, vacancies are notified either to the employment exchange or in press. Applications are invited from applicants who meet required norms and criteria relating to age limit, medical standard, educational

qualifications, experience in the field and reservation as per eligibility of SC/ST and OBC candidates. Selection process is to be followed by scrutiny of applications, test, interview and recommendation by the Selection Committee. In addition to regular employment, GAIL has been engaging temporary casual employees in exigencies of work. Such employees are engaged only for exigencies and not for regular basis/vacancies. Their service automatically comes to an end when exigencies cease to exist.

4. In 2001 GAIL entered into telecom business as a service provider for basic operators. A separate division by the name of GAIL Tel was created with a view to effectively manage and look after the business. At the time of formation of separate division, two persons were engaged as data entry operator, including the applicant. Their employment was purely temporary and intermittent in exigencies of work. The claimant worked from 10.10.2001 to 15.5.2002. He had not rendered 240 days of continuous service. Performance of the claimant was not found satisfactory and as such his engagement was not extended after 15.5.2002. Provisions of the Industrial Disputes Act, 1947 (in short the Act) had not come to his rescue. With a view to project his claim, the claimant fabricated a bill, in respect of which a complaint was lodged with the police. It has been denied that Shri Alok Singh, Manager, signed contingent bill dated 28.6.2002 with regard to alleged payment for the period from 15.5.2002 to 30.6.2002. There was no question of claimant rendering service with GAIL till 4.7.2002. Claim put forward by the claimant may be dismissed, being devoid of merits.

5. On pleadings of the parties following issues were settled by my Id. Predecessor :—

- (1) Whether the reference is bad in law as allege in the written statement?
- (2) Whether this Tribunal has no jurisdiction to try the dispute as alleged in the preliminary objection taken in the written statement?
- (3) As in terms of reference?
- (4) Relief.

6. Vide order No. Z-22019/6/2007-IR (C-II) New Delhi dated 11.2.2008 the appropriate Government transferred this case to Central Government Industrial Tribunal No.II, New Delhi, for adjudication. It was re-transferred to this Tribunal vide order No. Z-22019/6/2007 -IR (C-II) New Delhi dated 30.3.2011, for disposal.

7. The claimant entered the witness box to testify facts. Shri Dinesh Xalxo, Senior Manager, and Shri Shiv Kumar Prusharthi, Manager, un-folded facts on behalf of GAIL. No other witness was examined by either of the parties.

8. Arguments were heard at the bar. Shri Deepak Kumar, authorized representative, advanced arguments on

behalf of the claimant. Shri Sanjay Rawat, authorized representative, presented facts on behalf of GAIL. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:—

#### Issue Nos. 1 & 2 :

9. At the outset GAIL raised an issue to the effect that the claimant was engaged at NOIDA and his services were dispensed with there. It has been projected that cause of action accrued at NOIDA, since his services were dispensed with there. It has been projected that this Tribunal has no territorial jurisdiction to entertain the claim. According to GAIL the courts having local jurisdiction in the State of Uttar Pradesh only have jurisdiction to entertain the claim. The claimant dispels submissions raised on behalf of GAIL, in that regard.

10. In order to answer above preposition, it would be expedient to ascertain as to whether the Central Government or the State Government is the appropriate Government for making a reference of dispute for adjudication. Consequently definition of the appropriate Government enacted by the Act is to be construed. Clause (a) of section 2 of the Act defines appropriate Government. It would be expedient to know the definition of phrase 'appropriate Government'. Consequently, definition of the phrase is extracted thus:

**"2(a) "appropriate Government" means -**

- (i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment)Act, 1948 (9 of 1948), or the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956) or the Employees' State Insurance Corporation established under section 3, of the Employees' State Insurance Act, 1948 (34 of 1948), or the Board of Trustees and the State Board of Trustees section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956 (1 of 1956), or the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961(47 of 1961), or the Central Warehousing Corporation established under

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section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporation of India established under section 3, or a Board of Management established for two or more contiguous States under section 16, of the Food Corporations Act, 1964 (37 of 1964), or the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Corporation of India Limited, the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987) or the Banking Service Commission Act 1975 or an air transport service, or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port an company in which not less than fifty one per cent of the paid up share capital is held by the Central Government, or any Corporation, not being a Corporation referred to in this clause, established by or under any law made by Parliament, or the Central public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the Central Government, and

(ii) in relation to any other industrial dispute, the State public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the State Government, the State Government;

Provided that in case of a dispute between a contractor and the contract labour employed through the contractor in any industrial establishment where such dispute first arose, the appropriate Government shall be the Central Government or the Stated Government, as the case may be, which has control over such industrial establishment".

11. In relation to an industrial dispute, appropriate Government can either mean the Central Government or the State Government. The Central Government has been defined under section 3(8) and the State Government under section 3(60) of the General Clauses Act, 1897. In relation to an industrial dispute concerning -

1. an industry carried on or under the authority of the Central Government, or a railway company, or
2. an such controlled industry as may be specified in this behalf by the Central Government, or
3. a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), or

4. the Industrial Finance Corporation of India Limited formed and registered under the companies Act, 1956, or
5. the Employees' State Insurance Corporation established under section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or
6. the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948( 46 of 1948), or
7. the Central Board of Trustees and the State Boards of Trustees constituted under section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or
8. the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or
9. the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956, or
10. the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or
11. the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or
12. the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or
13. the Food Corporation of India established under section 3 of the Food Corporation Act, 1964 (37 of 1964), or
14. a Board of Management established for two or more contiguous States under section 16 of the Food Corporations Act, 1964 (37 of 1964), or
15. the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or
16. a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or
17. the Export Credit and Guarantee Corporation Limited, or
18. the Industrial Reconstruction Bank of India Limited, or
19. the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987), or

- 20. an air transport service, or
- 21. a banking company, or
- 22. an insurance company, or
- 23. a mine, or
- 24. an oil-field, or
- 25. a Cantonment Board, or
- 26. a "major port, or
- 27. any company in which not less than fifty-one per cent of the paid-up share capital is held by the Central Government, or
- 28. any corporation, not being a corporation referred to in this clause, established by or under any law made by Parliament, or
- 29. the Central Public Sector Undertaking, or
- 30. subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the appropriate Government would mean the Central Government".

12. In relation to any industrial dispute, other than those specified in sub clause (i) of clause (a) of section 2 of the Act, appropriate Government would be State Government. In other words, all industrial disputes which are outside the purview of sub-clause (i) are concern of the State Government under sub-clause (ii) of clause (a) of Section 2 of the Act. Thus, the general rule is that an industrial dispute raised between employer and his employee would be referred for adjudication by the State Government, except in cases falling under section 2(a)(i) of the Act. Consequently, where industrial dispute which does not fall within the ambit of section 2(a)(i) of the Act, appropriate Government cannot be the Central Government. As pointed out above for a dispute concerning an insurance company the appropriate Government is the Central Government.

13. Gail projects that the claimant was posted at NOIDA, G.B. Nagar, Uttar Pradesh. According to it this Tribunal does not have territorial jurisdiction to adjudicate the claim. The scheme of the Act shows that it aims at settlement of all industrial disputes arising between capital and labour by peaceful methods and through the machinery of conciliation, arbitration and if necessary by compulsory adjudication. The object of the Act is to protect workman against victimization by the employer and ensure termination of industrial dispute in a peaceful manner. The Act, however, does not provide for any set of social and economic principles for adjustment of conflicting interests. Such norms have been evolved and devised by industrial

adjudication, keeping in view the social and economic conditions, the needs of the workmen, the requirement of the industry, social justice, relative interests of the parties and common good. These norms have given rights to the industrial employees what may be called industrial rights, as such rights may not be available at common law. Disputes as to the conditions of employment can be resolved by resorting to a technique known as collective bargaining. This tool is resorted to between an employer or group of employers and a bonafide labour union. Policy behind this is to protect workmen as a class against unfair labour practices. What imparts to the dispute of a workman the character of an "industrial dispute" is that it affects the right of the workman as a class. But by way of extension of definition of industrial dispute, by insertion of section 2A of the Act, the dispute of an individual workman connected with or arising out of his discharge, dismissal, retrenchment or otherwise termination of his service by his employer has been brought within the ambit of the Act.

14. For adjudication of industrial disputes the appropriate Government is empowered to constitute Labour Courts, Industrial Tribunals and National Tribunals. Sub-section (1) of section 7 of the Act empowers the appropriate Government to constitute one or more Labour Courts for adjudication of industrial disputes relating to any matter specified in the Second Schedule and for performing such other functions as may be assigned to them under this Act. Sub-section (1) of section 7A of the Act empowers the appropriate Government to constitute one or more Industrial Tribunal for adjudication of industrial disputes relating to any matter, whether specified in the Second Schedule or the Third Schedule and for performing such other functions as may be assigned to them under this Act. In the same manner sub-section (1) of section 7B of the Act empowers the Central Government to constitute one or more National Industrial Tribunal for adjudication of industrial disputes which, in the opinion of the Central Government, involve questions of national importance or are of such a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such disputes. Therefore, the aforesaid provisions make it clear that for constitution of Labour Courts, Industrial Tribunals and National Tribunals, the appropriate Government or the Central Government, as the case may be, has not to take into consideration the territory for which Labour Courts, Industrial Tribunals or National Tribunals are to be constituted. Labour Courts are constituted for adjudication of disputes relating to any matter specified in the Second Schedule appended to the Act and for performing such other functions as may be assigned to them under the Act. An Industrial Tribunal can adjudicate any dispute relating to any matter whether specified in the Second Schedule or Third Schedule appended to the Act and such other functions as may be

assigned to them under the Act. National Tribunal can be constituted to adjudicate an industrial dispute involving questions of national importance or of such a nature in which industrial establishments situated in more than one State are likely to be interested in or, affected by such disputes. Therefore, it is evident that territorial jurisdiction criteria for constitution of Labour Courts, Industrial Tribunals and National Tribunals have not been provided under the Act.

15. Clause (c) of sub-section (1) of Section 10 of the Act empowers the appropriate Government to refer a dispute or any matter appearing to be connected with or relevant to the dispute as specified in the Second Schedule to a Labour Court for adjudication. In the same manner clause (d) of Sub-section (1) of Section 10 empowers the appropriate Government to refer a dispute or any matter appearing to be connected with or relating to the dispute, whether it relates to any matter specified under the Second Schedule or Third Schedule to an Industrial Tribunal for adjudication. Sub-section (1A) of Section 10 of the Act empowers the Central Government to refer any dispute which involves a question of national importance or in which industrial establishments situated in more than one State are likely to be interested or affected for adjudication to a National Tribunal. Therefore, the provisions of Section 10 of the Act, which empowers the appropriate Government or the Central Government, as the case may be, to refer a dispute to a Labour Court, Industrial Tribunal or National Tribunal, nowhere make a reference to territorial jurisdiction of such courts or Tribunals. Consequently it is evident that for adjudication of a dispute by this Tribunal, Territorial constraints are not over it. The objection taken by the management does not bear any substance. In view of the reasons detailed above, the issues are answered in favour of the claimant and against GAIL.

#### Issue no. 3:

16. Now I would turn to factual matrix of the controversy. The claimant unfolds in his affidavit Ex.WW-1/A, tendered as evidence, that he joined GAIL as data entry operator on 10.10.2001. He was paid monthly salary of Rs. 4000.00 P.M. In May, 2001 extension of six months was given to him by Shri Alok Singh, Manager. He served GAIL upto May, 2002 without any hinderance. His salary for the period from 15.7.2002 to 30.6.2002 was not paid. On 4.7.2002 he was told not to attend to his duties, without any notice. Action of GAIL was contrary to the principles of natural justice. He served GAIL for a continuous period of 278 days. During course of cross-examination, he concedes that Ex. CW-1W was written by him. This document is a contingent bill dated 28.6.2002 (which purports to have been signed by Shri Alok Singh).

17. Shri Dinesh Xalxo swears in his affidavit Ex.MW-1/A that the claimant was engaged on casual basis for a period of three months with effect from 10.10.2001. His

engagement was for intermittent periods. He served GAIL up to 15.5.2002. Thereafter his service was not extended. His service automatically came to an end on 15.5.2002. The claimant rendered service of 212 days, inclusive of intermittent holidays and Sundays.

18. Shri Shiv Kumar Prusharthi swears same facts in his affidavit Ex.MW-2/A as unfolded by Shri Xalxo. He declares that the claimant furnished a fabricate contingent bill dated 28.6.2002 on which signatures of Alok Singh were displayed. Shri Alok Singh confirmed that the said document does not contain his signatures. GAIL took a decision to lodge a complaint with the police. Accordingly complaint dated 20.3.2004 was lodged. Subsequently complaints dated 27.5.2004, 23.9.2004 and 18.11.2004 were also lodged, copy of which complaints are Ex. MW-2/1 to Ex. MW-2/4. He filed complaint under section 156(3) of the Code of Criminal Procedure, 1973 before the Chief Judicial Magistrate, Gautam Budh Nagar, U.P. However, the complaint was dismissed on technical grounds. Copy of that complaint is Ex. MW-2/5. During course of his cross-examination, he projects that as per Ex.MW-1/W-1 Shri Alok Singh termed contingent bill as forged one in the year 2003. He denied that letter, which has been referred as Ex.MW-1/1, was obtained from Shri Alok Singh forcibly.

19. When facts unfolded by the claimant Shri Dinesh Xalxo and Shri Shiv Kumar Prusarthi are appreciated, it came to light that the claimant was engaged by GAIL on 10.10.2001 as data entry operator on casual basis. He was paid a sum of Rs. 4,000.00 P.M. as his wages. He served GAIL upto 15.5.2002. The claimant projects that extension for a period of six months was given to him by Shri Alok Singh when he recorded office note Ex.CE-1/U. This office note speaks that there were two data entry operators working with TBG project. Besides those two data entry operators, a recommendation was made to engage one additional data entry operator. For sake of convenience it would be expedient to reproduce relevant portion of the said note, which are extracted thus:—

“TBG manpower at NOIDA consists of six officers (one G.M., one AGM, one DGM, one CM, one Senior Manager and one Manager and three subordinate staff). Two advisors are also attending office on regular basis, in addition to Senior Advisors who operate from Hyderabad. Two data entry operators given to TBG are of some assistance in attending to the office work. While the required manpower for handling the above three different TBG project itself, a strength of 20 personal with a large share of working level engineers TBG is finding it difficult to complete the work as per time requirement. Since the peak of work load is expected to continue unabated for another 6-8 months, i.e. till major tenders by the TBG project are over, it is requested that apart from positioning of engineers from the lot under

recruitment, another data entry operator may be deputed for six months to TGB.

It is, therefore, requested that (1) additional data entry operator be deputed for TBG and (2) two data entry operator as provided now may be continued, both for a period of six months".

20. As projected above, Shri Alok Singh had made a request to the authorities to continue engagement of two data entry operators besides providing an addl. data entry operator at TBG. This request was to be accepted and implemented by the authorities. Alok Singh was not competent to give extension to the service of the claimant, as unfolded by note Ex. CW-1/W. Note dated 2.5.2002 is also placed on the file which is Ex. CW-1/V. It is facsimile of note dated 1.5.2002 which is Ex. CW-1/U. It was approved by General Manager, GAIL Tel on 17.5.2002. General Manager (HR) records note on it on 18.5.2002, which is extracted thus:-

"May be agreed PI. There is tremendous job pressure before GAIL Tel. Requirement is justified"

21. Therefore, it is evident that the note forwarded by Shri Alok Singh was approved by the authorities wherein he requested for extension of service of data entry operators, besides engagement of additional data entry operator. Question for consideration comes as to whether the said note was acted upon ? On the basis of that note a claim is projected by the claimant that his services were extended for a period of six months. However, he projects that salary with effect from 15.5.2002 was not paid to him. To substantiate his claim to the effect that his services were extended, he pressed in service contingent bill Ex.CW-1/W. He concedes that the said bill was recorded by him. He testified that the contingent bill Ex. CW-1/W was signed by Shri Alok Singh on 28.6.2002. When perused, it came" to light that the contingent bill speaks for payment of wages of Shri Pawan Kumar from 15.5.2002 to 30.6.2002. This bill purports to have been signed on 28.6.2002. Surprisingly Shri Alok Kumar Singh could not wait for two days to expire and signed the bill in advance. Furthermore, the claimant asserts that he was paid at the rate of Rs. 4000.00 P.M. Bill Ex. CW-1/W relates to payment of wages for 16 days only but it speaks that a sum of Rs.4000.00 may be paid to the claimant. This fact also speaks volumes about genuineness of the document. For a period of 16 days, wages for whole month would not be paid. Furthermore, Shri Shiv Kumar Prusharthi makes it clear that signatures of Shri Alok Singh does not appear on bill Ex. CW-1/W. He unfolds that Shri Alok Singh explained that the bill does not bear his signature. When Shri Shiv Kumar Prusharthi was grilled, the claimant suggests that the letter, in which Shri Alok Singh claimed that he had not signed the aforesaid bill, was obtained from him under force. Consequently, it is emerging that the claimant nowhere disputes the fact that Shri Alok Singh claimed bill Ex. CW-

1/W to be forged. Under these circumstances it is crystal clear that signatures of Alok Singh on bill Ex. CW-1/W does not appear. All these facts make it implicit that the claimant forged above document with a view to substantiate his claim to the effect that he served GAIL from 15.5.2002 to 30.6.2002.

22. Except the approval notes Ex. CW-1/W, Ex. CW-1/V and Bill Ex. CW-1/W no other evidence has been put forward by the claimant to establish that he served GAIL from 15.5.2002 to 4.7.2002. His self serving words nowhere get confirmation from any other evidence. Contra to it Shri Dinesh Xalxo and Shri Shiv Kumar Prusharthi make it clear that the claimant served the GAIL from 10.10.2001 to 15.5.2002. Relying their depositions, I am constrained to conclude that the claimant has not been able to put forward a case to the effect that he served GAIL beyond 15.5.2002. Service, which the claimant rendered with the GAIL, comes to 218 days only.

23. Whether continuous service for a period of one year was rendered by the claimant with the GAIL? For an answer to this preposition it would be ascertained as to what continuous service means. "Continuous Service" has been defined by Section 25B of the Act. Under Sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz.(i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out, and (f) a cessation of work, that is not due to any fault on the part of the workman, shall be included in the "continuous service." Sub-section (2) of the said section introduces a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In Vijay Kumar Majoo (1968 Lab.I.C.1180) it was held that one year's period contemplated by Sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman 's 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act. Consequently, an enquiry has to be made to find out whether the workman has actually worked for not less than 240 days during a period of 12 calandar months immediately preceding the retrenchment.

24. Claimant rendered 218 days service only with the GAIL. He has not been able to establish that he rendered continuous service for 240 days. in preceding 12 months from the date of termination of his services. When continuous service of more than one year was not rendered by the claimant, provisions of Section 25 F of the Act does not come to his rescue. Principles of "last come, first go"

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has to be followed when an employer resorts to retrenchment of an employee. Admittedly, there were two data entry operators serving GAIL on 15.5.2012. Therefore, GAIL was under an obligation to retrenchment the data entry operator who was engaged last. For retrenchment of an employee the employer may take into account aspects of efficient and trustworthy character of an employee. If the employer is satisfied that a person with long service is inefficient, unreliable or habitually irregular in discharge of his duties, it would be open to him to retrench his service while retaining in his employment employees who are more efficient, reliable and regular, though they may be junior in service to the retrenched workman. Normally where the rule "last to come, first to go" is departed, there should be reliable evidence preferably in recorded history of the workman concerned showing his inefficiency, un-reliability or habitual irregularity. Where it is proved that the rule in question has been departed from, the employer must satisfy the Industrial Tribunal that the departure was justified and onus undoubtedly lies on the employer. Reference may be made to the precedent in *Swadesamitra Ltd., Madras* (1960 (1) LLJ-504). Here in the case it was incumbent upon GAIL to establish that the claimant was junior to the other data entry operator or inefficient, unreliable or habitually irregular. No such facts are brought to the light of the day. Consequently, it is evident that GAIL failed to follow the procedure for retrenchment provided under section 25-G of the Act.

25. Section 25-H of the Act provides a safeguard against malafide acts of an employer. If the employer wants to re-employ any person for the post or for other post in his employment, he is under law bound to give preference to the person who has been retrenched. The option to accept re-employment is on the employee. As projected in the note-sheet Ex.CW-1/V the GAIL wanted to re-employ data entry operators. At the cost of repetition it is said that GAIL failed to record reasons for retrenchment of the claimant, such as that he was inefficient, unreliable or habitually irregular. It is also clear that relief of re-employment was not given to him. It is clear that though provision of section 25-F of the Act are not applicable to the case but GAIL had not followed provisions of section 25-G and 25-H of the Act. Therefore, action of GAIL cannot be held to be justified. First limb of the reference order is, therefore, answered in favour of the claimant and against GAIL.

#### **Relief**

26. Shri Dinesh Xalxo unfolds in his affidavit Ex. ME-1/A that being a public sector undertaking GAIL has defined rules, regulations and policies for selection, recruitment and appointment, which prescribe procedure and norms to be followed while effecting selection, recruitment and/or appointment to any post. Recruitment is carried out as per recruitment rules and policy after notifying vacancies to employment exchange or advertising

it in newspaper and by observing presidential directives on reservation for SC/ST/OBC and physically challenged. GAIL cannot deviate from recruitment rules. Ex. MW-1/1 is the recruitment policy, to be followed by GAIL. He further presents that the claimant was engaged purely on temporary/casual manner, that too intermittently. When EX.MW-1/1 is scrutinized, it becomes evident that facts unfolded by Xalxo are re-affirmed through the contents of this document. Regulation 4 of EX.MW-1/1 makes it clear that direct recruitment to any post is to be mode by way of advertisement in press or through other sources approved by the competent authority, in exceptional circumstances. It is not the case of the claimant that vacancies were notified to the public at large and he applied for the post of data entry operator. He projects that Personal Assistant of General Manager gave a telephone call to him and he was engaged as a data entry operator. He does not dispute that no advertisement for the post was given in newspaper. It is not his case that his engagement as data entry operator was through other source, as approved by the Competent Authority in exceptional circumstances. Consequently, it is evident that engagement of the claimant was dehors recruitment rules, contained in EX.MW-1/1.

27. Undoubtedly retrenchment of the claimant was in violation of the provision of Section 25-H of the Act. His engagement on the post of data entry operator was dehors the rules. In *Uma Devi* (2006 (4) SCC I) the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the Court declined the submissions of the workmen to be made permanent on the post which was held by them in temporary or ad hoc capacity for a fairly long spell. The Court ruled thus:

"With respect, why should the State be allowed to depart from the normal rule and indulge in temporary employment in permanent posts? This Court, in our view, is bound to insist on the State making regular and proper recruitments, and is bound not to encourage or shut its eyes to the persistent transgression of the rules of regular recruitment. The direction to make permanent - the distinction between regularization and making permanent, was not emphasized here-can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh* (supra) is to some extent inconsistent with the conclusion in para 45 of the said judgment therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decision. Really, it cannot be

said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent."

28. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy a power to make appointments in terms of article 162 of the Constitution. The Court quoted its decision in Girish Jyanti Lal Vaghela [2006 (2) SCC 482] with approval, wherein it was ruled thus.

"The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution".

29. In P.Chandra Shekhara Rao and Others [2006 (7) SCC 488] the Apex Court referred Uma Devi's Case (*supra*) with approval. It also relied the decision in a Uma Rani [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made in contravention of the statutory rules. In Somveer Singh [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized. Relying the above law, it is concluded that the claimant has no right of continuance on casual jobs in which he were engaged dehors the rules. Hence no order for re-instatement of his services can be made, since it would amount to allow him to continue on a job where he was not lawfully recruited.

30. When the claimant is not to be reinstated in service, in such a situation the Tribunal can award compensation to him. For award of compensation to the claimant, parameters for fixation of amount of compensation are to be noticed. The Apex Court and High Courts dealt with the issue of award of compensation in catena of decisions, when reinstatement in service was not found expedient. Those precedents may help the Tribunal in ascertaining the quantum of compensation, which may be awarded to the claimant. In S.S.Shetty [1957 (II) LLJ 696]

the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

"The industrial Tribunal would have to take into account the terms and, conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial Tribunal in the event of industrial disputes arising between the parties in future... . In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con".

31. A Divisional Bench of the Patna High Court in B.Chowdhary (1983) Lab.I.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment; (iii) employee's age (iv) Length of service in the establishment (v) capacity of the employer to pay and the nature of the employer's business (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to Tabesh Process, Shivakashi (1989 Lab.I.C.1887).

32. In Assam Oil Co. Ltd. [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In Utkal Machinery Ltd. [1966 (1) LLJ 398] the amount of

compensation equivalent to two year salary of the employee awarded by the industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In A.K.Roy [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakraborty [1962 (II) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs.50,000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In O.P.Bhandari [1986 (II) LLJ 509], the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M.K.Agarwal (1988 Lab.I.C.380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh (1993 Lab.I.C.44) the court directed payment of Rs.75,000 in view of reinstatement with back wages. In Naval Kishor [1984 (II) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs.2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj [1985 (II) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Chandu Lal (1985 lab.I.C.1225) a compensation of Rs.2 lac by way of back wages in lieu of reinstatement was awarded. In Ras Bihari (1988 Lab.I.C.107) compensation of Rs. 65,000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V.V.Rao (1991 Lab.I.C.1650) a compensation of Rs.2.50 lac was awarded in lieu of reinstatement.

33. The claimant was aged about 35 years when he entered the witness box on 17.9.2002. Thus his age comes to about 28 years on the date when his services were dispensed with by GAIL. He is a graduate having knowledge of computers. He served GAIL for about 218 days. He was getting Rs.4,000.00 P.M. as his wages. Taking into account all these facts and the fact that his engagement was dehors the recruitment rules, I am of the view that a compensation of Rs. 20,000.00 would meet ends of justice. Consequently it is ordered that GAIL shall pay a sum of Rs.20,000.00 to the claimant as compensation in lieu of his re-instatement in service. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated 14-9-2012

Dr. R K. YADAV, Presiding Officer

नई दिल्ली, 2 नवम्बर, 2012

**का.आ. 3506.**— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (संदर्भ सं. 23/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-2012 को प्राप्त हुआ था।

[सं. एल-12011/13/2006-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd November, 2012

**S.O. 3506.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 2-11-2012.

[No. L-12011/13/2006-IR(B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/23/2008

Date: 10.10.2012.

Party No.1(a) : The Chief General Manager,  
SBI (Personnel & HRD Department),  
I.R. Cell, Bandra Kurla Complex,  
Mumbai (MS).

Party No.1(b) : The Dy. General Manager,  
SBI Zonal Office, S.V. Patel Marg,  
Kingsway, Nagpur (MS)

#### Versus

Party No. 2 : The Asstt. General Secretary,  
State Bank Karmachari Sena,  
C/o State Bank of India, Main Branch,  
S.V. Patel Marg, Kingsway,  
Nagpur (MS).

#### AWARD

(Dated : 10th October, 2012)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of State Bank of India and their workmen through the union State Bank Karmachari Sena, for

adjudication, as per letter No.L-12011/13/2006-(IR(B-I)) dated 29.07.2008, with the following schedule:-

"Whether the demand of the State Bank Karmachari Sena, Nagpur Module, for transferring back those employees, who are redeployed/transferred allegedly in pursuance of the policy laid vide circular letter No. Cir/DO/P&HRD/67/04-05 dated 15.01.2005, is legal and justified? If yes, to what relief are the workmen concerned entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workmen, through the union, State Bank Karmachari Sena ("the union" in short), filed the statement of claim and the management of State Bank of India ("Party No. 1" in short) filed its written statement.

The case of the union as projected in the statement of claim is that it is a registered Trade union and Party No.1 is a banking industry and is an "industry" as defined under the Act and Party No. 1 is also covered by Bombay Shops and Establishments Act, 1948 and there is no recognized union in Party No.1, as per rules framed by the government of India and despite the same, some unions are invited by Party No.1 for negotiations and Party No. 1 signs settlements with them illegally. The further case of the union is that Party No. 1 issued a circular on 15.01.2005 on redeployment/transfer policy, and the said policy has been implemented illegally in Nagpur Module, though the said policy is for the entire state, and employees at Bombay have not been transferred, while those at Nagpur have been transferred illegally, under the cover of the said circular and the Party No. 1 has no right to apply the transfer circular to a particular area and to exclude the Bombay circle and such action of Party No.1 amounts to favouritism, which is unfair labour practice under Schedule V of the Act and staying of implementation of the circular in respect of employees of Bombay circle amounts to illegal change of service conditions and even by the introduction of the circular, new policy of transfer is framed, which is also illegal and during the conciliation proceedings before the Assistant Labour Commissioner (Central), Nagpur, Party No. 1 defended its action, stating that they have the sole discretion to decide as to how to implement the policy on re-deployment/transfer and the re-deployment/transfer were made as per the needs and demands of the modules i.e. the Zonal Office, in each circle, but they avoided to explain the discrimination against Nagpur Module in the matter of implementation of re-deployment/transfer policy and Party No. 1 made a vain attempt to justify the exclusion of the union from negotiations and discussions on the demands of the employees, on the ground that the same is a minority union and not entitled to privileges and benefits available to the recognized unions and such stand taken by Party No. 1 is contrary to Courts judgment and majority and minority is unknown to law and the circular issued on the basis of alleged discussions without notice is illegal.

The union has prayed to answer the reference In their favour and against the Party No. 1.

3. The Party No. 1 in their written statement has pleaded inter-alia that the employees and the personnel, working in the SBI have been broadly classified into supervisory and award staff cadres and the award staff cadre consists of clerical and sub-ordinate staff and rest consists of supervisory cadre and the corporate office (Head Office) of SBI, being the Apex office frames and formulates policies from time to time in respect of its personnel and delegates, depending upon the exigencies and such a policy is the implementation policy of re-deployment/transfer of the employees and in terms of the code of discipline, the trade unions representing the award staff employees subject to certain conditions are recognized by the management to promotes the cause of the award staff employees and accordingly, the union which represents majority of employees of not less than 25% in the Bank/circle is recognized and all other unions representing the residual number of employees are categorized as minority unions and in other words, the minority unions are unrecognized unions and the privileges and the benefits which are available to the recognized unions are not available to the minority unions and the union is a minority union in the Bombay circle of the Bank. The further case of Party No.1 is that in consultation with All India State Bank of India Staff Federation ("the federation" in short) at the apex level, the management of SBI has formulated a re-deployment/transfer policy applicable to the award staff cadre and accordingly issued necessary guidelines vide corporate centre no. CDO /IR/ SPL/369 dated 28.12.2004 and the Mumbai circles of the Bank had circulated the said re-deployment/transfer policy of the Bank by its circular dated 15.01.2005 and the said re-deployment/transfer policy, prescribes that the number of employees to be re-deployed/transferred will be determined at the sole discretion of the Bank and the re-deployment/transfer will be made on the principle of first come to first go i.e. to say the longest to stay of the branch/office will be transferred/re-deployed first and as per the policy, re-deployment/transfer will be done by the designated authorities mentioned in the guide lines and the Assistant General Manager(Administration) of the administrative office, inter-alia has been designated as such and the deployment and the transfer shall be carried out as per the needs and demands of the modules i.e., the administrative offices in each circle and the various/circles in the Bank are not of uniform character and size in terms of the peculiarities of the area, magnitude of the business, volume of the transactions and the numerical strength of its employees and accordingly, the demands, needs and requirements of each circle and the administrative office are also likewise not uniform and identical and as such, the designated authority is required to effect and implement

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re-deployment/transfer policy suited to and taking into consideration the various parameters of needs, demands and requirements of the circle and/ or the administrative offices, besides the call of the administrative exigencies and the transfer is an incidence of service and no one can or is entitled to question the wisdom of the Bank in this regard and the policy of re-deployment/transfer does not have any mandate or a binding prescription to effect the re-deployment/transfer with a particular number of award staff employees of particular branch, place or centre and what is contemplated under the policy is that when it is effected, the re-deployment/transfer will have to be effected in the manner and as stipulated in the policy guide lines, but not otherwise and merely because the administrative office at Nagpur has effected the policy within its jurisdiction, it does not warrant simultaneous exercise by others contrary to the needs, demands and requirements of the administrative officers and the administrative office in Mumbai has also started implementation of re-deployment policy since the financial year 2006-2007 and there is no stay issued by any Court in respect of implementation of re-deployment/ transfer policy with respect to the employees of Mumbai circle.

The further case of Party No.1 is that transfer made by the Bank on administrative grounds does not become the terms and conditions of services and transfer is the incidence of service and Bank has not changed the conditions of service of any employee and the reference is to be answered in negative.

4. The circular dated 15.01.2005 has been admitted in evidence on admission of the parties and marked as Ext.W-I.

5. The union in support of its case has examined one Shri Santosh Kamal Prasad Morayya, its Deputy General Secretary as a witness. The examination-in-chief of this witness is on affidavit. The witness has re-iterated the facts mentioned in the statement of claim, in his examination-in-chief. However, in his cross-examination, this witness has admitted that as per the circular, the Bank is to decide the number of the employees to be transferred and the transfer is to be made on the principles of first to come will be first to go and according to the annexure to the circular, the transfer of the employees of the Bank is to be made by the AGM, Region and transfer of employees is made by the authority to different branches, as per necessity and requirements and there is no provision in the circular, Ext. W-I to transfer a fixed number of employees from any branch or center and whenever a Regional office transfers the employees, the other Regional offices are to follow suit and he cannot say if the circular was implemented by Mumbai Region during the financial year, 2006-2007. The witness has admitted that the circular was implemented by other Zonal offices of Mumbai circle and the jobs of the members of the union including himself are transferable and due to transfer as per the policy, the service conditions

of the employees were not changed and the transfer of the members of their union was made under the circular.

6. No oral evidence was adduced by Party No.1.

7. At the time of argument, the learned advocate for the Party No. 1 reiterated the stands as taken in the written-statement and further submitted that it is clear from the cross-examination of the witness examined on behalf of the union, who has admitted that transfer of the employees was made, by the authority to different branches as per necessity and requirements, as per the circular, Ext. W-I that there was implementation of the circular by Party No.1 as per the guide lines given in the circular and there was no illegal change of any service condition. It was also submitted by the learned advocate for the Party No.1 that transfer made by the Party No. 1 on administrative grounds does not become the terms and conditions of the services in as much as the transfer is the incidence of service. In support of such contention, the learned advocate for the Party No.1 placed reliance on the decision reported in AIR 2002 SC 7 (V.Jagannadha Rao Vs Sate of A.P.) and the union is not entitled for any relief.

8. It is necessary to mention here that no argument was made on behalf of the union .

9. Before delving in to the merit of the matter, I think it necessary to mention the terms of reference made by the Central Government for adjudication. The reference has been made to decide the legality and justification or otherwise of the transfer of the employees as per the policy laid down vide circular, Ext. W-I. However, besides challenging such transfer of the employees, the union has tried to raise the question of granting of privileges and benefits to it as available to majority union and the legality of the issuance of the circular itself. However, it is well settled that the Tribunal is not empowered to decide any other issue raised by the parties, except the issues referred by the central Government in the schedule of reference for adjudication. Hence, in this reference, the only point for consideration is the legality or otherwise of the implementation of the circular by Party No.1.

10. After perusal of the circular, Ext. W-I and taking into consideration the admissions made by the witness examined by the union, it is found that there is nothing in the circular, Ext. W-I that whenever a Regional Office transfers the employees as per the guidelines mentioned in Ext. W-I, other Regional Offices are bound to follow suit and to transfer their employees, even if, there is no need for the same. It is clear from the materials on record that the transfers made by the Party No. 1 in Nagpur Region were as per the instructions given in Ext. W-I and as per the necessity and requirements of different branches and due to such transfers, the service conditions of the employees are not changed.

The union has challenged the transfers of the employees as per the circular, Ext. W-I on the ground that the said circular was not implemented in Mumbai. However, the witness for the union has admitted in his cross-examination that the circular was implemented by other Zonal Offices of Mumbai circle. He has further stated that he cannot say if the circular was implemented in Mumbai region during the financial year 2006-2007. From the materials on record, it is found that the union has failed to show that the circular in question was not implemented in Mumbai Region and there was any discrimination due to implementation of the circular in Nagpur Region.

From the materials on record and the discussions made above, it is held that no illegality was committed by Party No. 1 in transferring the employee in Nagpur Module as per the circular, Ext. W-I to different branches, as per necessity and requirements. Hence, it is ordered:-

#### ORDER

The demand of the State Bank Karmachari Sena, Nagpur Module, for transferring back those employees, who are redeployed/transferred allegedly in pursuance of the policy laid vide circular letter No. Cir/DO/P&HRD/67/04-05 dated 15.01.2005, is illegal and unjustified. The workmen concerned are not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 2 नवम्बर, 2012

**का.आ. 3507.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17A के अनुसरण में, केन्द्रीय सरकार दी बैंक ऑफ राजस्थान लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ सं. 10/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-11-2012 को प्राप्त हुआ था।**

[सं. एल-12012/232/2005-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 2nd November, 2012

**S.O. 3507.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.10/2006) of the Central Government Industrial Tribunal-Cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of The Bank of Rajasthan Ltd. and their workmen, received by the Central Government on 02-11-2012.**

[No. L-12012/232/2005-IR(B-1)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/10/06

Presiding Officer: Shri Mohd. Shakir Hasan

The General Secretary,  
Daily Wages Bank Employees Association,  
9, Sanwer Road, Ujjain  
Ujjain (MP) ...Workman

#### Versus

The Asstt. General Manager,  
Bank of Rajasthan Ltd.,  
22, Y.N.Road,  
Indore (MP) ...Management

#### AWARD

Passed on this 8th day of October, 2012

The Government of India, Ministry of Labour vide its Notification No.L-120 12/232/2005-IR(B-1) dated 16-3-2006 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of Asstt. General Manager, Bank of Rajasthan Ltd. Regional Office, Indore in terminating the services of Shri Aashish Jain w.e.f. August 02, and not posting him after his selection as sub staff is justified? If not, to what relief the workman is entitled?”

2. The case of the Union/workman in short is that the workman Shri Aashish Jain was working from March 1998 continuously till August 2002 on daily wages at Vaishnav Mandir Indore Branch of the management Bank. He worked more than 240 days in each calendar year under the provision of Section 25 B of the Industrial Dispute Act, 1947 (in short the Act, 1947). He was terminated without notice and without payment of retrenchment compensation in violation of the provision of Section 25-F of the Act, 1947. The further case is, that a notice dated 23-9-98 was circulated in the branch of the Bank that those who had worked 180 days as part time or 80 days as full time are entitled for temporary appointment in the Bank. The workman also filed an application and he was interviewed on 17-4-1999. After interview he was selected and his name stood at Sl.No.5. It is stated that a consent was asked on 16-8-99 for posting in the State of Rajasthan but the Personnel Manager Shri Mangal had suggested for not giving any consent as he would be appointed at Indore within two months. As such he did not give any consent. It is stated that he was not appointed though the persons who were not in the panel and who were below his name, were given employment. It is submitted that the termination and refusing to post the workman be declared illegal. The management be also directed to appoint him from September

2002 in permanent cadre with payment of wages and cost of the suit.

3. The management appeared and filed Written Statement in the case. The case of the management, inter alia, is that Shri Ram Nagwanshi of Daily Wages Bank Employees Union is a dismissed employee of State Bank of Indore and he is not entitled to represent the workman in the case. It is stated that the alleged workman had never posted nor worked on any post of the Branch of the Bank. The provision of the Act, 1947 is not attracted in his case. It is admitted that the workman was selected in the interview and his name was in the panel in the year 1999. But there was no vacancy to post them in the State of MP. As such he was offered appointment for the places of Partapgarh, Nibagora, Dungerpur, Udaipur, Angar, Bhilwara and other offices branches of Rajasthan and was asked to give consent within 15 days. The said panel was valid for three years but the workman did not give any consent. It is stated that he is not entitled to be appointed on the basis of the said panel. The cases cited by the workman is not applicable in his case. It is submitted that the action of the management is justified and he is not entitled to any relief.

4. On the basis of the pleadings of the parties, the following issues are framed—

- I. Whether the action of the management in terminating the services of the workman w.e.f. August 2002 is justified?
- II. Whether the action of the management in not posting the workman after his selection as sub staff is justified?
- III. To what relief the workman is entitled?

#### **Issue No. I**

5. The Union/workman has not adduced any oral evidence. Even the workman Shri Ashish Jain is also not examined to support the fact that he worked continuously from March 1998 to August 2002 to attract the provision of Section 25-B of the Act, 1947. The workman has also not examined any documentary evidence to prove that he had worked 240 days to count his continuous service for a period of one year during a period of twelve calendar months preceding the date with reference to attract the provision of Section 25-B of the Act, 1947. Thus there is no evidence to prove that he worked a continuous service for a period of one year under the provision of Section 25-F of the Act, 1947 and therefore is not applicable.

6. The management has denied his appointment on any post in the branches of the Bank. The management witness Shri Satnarayan Sharma has stated that the Bank of Rajasthan Ltd. is now merged in I.C.I.C.I Bank. I.C.I.C.I Bank is also made party of the reference. He has stated that the workman had not worked on any post of the Bank and there was no relationship of employer and employee between the

Bank and the workman. This fact is not cross-examined and is unrebutted. This shows that there is no violation of the Act, 1947. Thus this issue is decided against the workman and in favour of the management.

#### **Issue No. II**

7. Another important question is as to whether the action of the management is justified in not posting the workman inspite of selection in the year 1999. The workman has filed only documentary evidence to prove his case. The management has admitted those documents which are marked as Exhibit W/1 to Exhibit W/8. Exhibit W/1 is the notice dated 23-9-1998 where by the application was invited for appointment in the Bank. This is filed to show that notice was circulated and the workman had applied for the same. Exhibit W/2 is the panel of selected candidates of sub staff of 1999. This is filed to show that the workman Shri Ashish Jain was selected and his name stands at Sl.No.5. Exhibit W/3 is the letter dated 16-8-99 of the Bank to Shri Ashish Jain whereby he was asked to give consent for appointment in any of the branches of Rajasthan mentioned in the list. The said letter further shows that the consent was asked to be given within 15 days. It also shows that there was no available vacancy in the State of MP. This clearly show that the Bank offered him appointment on his selection but the consent was admittedly not given by the workman. This shows that the workman is not entitled to be further offered for the appointment in sub-staff on the basis of the said selection list.

8. Exhibit W/4 is the letter dated 30-9-2003 of Dy.General Manager to the Manager, M.G.R Branch Indore whereby the information with regard to the employment of daily wager Shri Bhupendra Parmar was sought. Exhibit W/5 is another letter dated 28-2-2004 of Dy.General Manager to Sr.Manager Shri Ashok Jain, M.G.R. Branch Indore whereby the details in respect of casual labour engaged at the branch were sought. Exhibit W/6 is the information of the casual labour of Shri Bhupendra Panwar engaged at the Branch was furnished by the Sr.Manager on 10-3-2004. This shows that Shri Panwar was engaged since 1996. These documents have no relevancy with the fact in issue.

9. Exhibit W/7 is a memorandum of settlement dated 7-9-99 whereby the management agreed to appoint Shri Amritlal Jathwa against the permanent vacancy of peon-cum-farrash at Nimbahira branch in Rajasthan. This document is not helpful to the workman because the management had already offered him appointment in the State of Rajasthan vide Exhibit W/3 but the workman had not given any consent himself. Exhibit W/7(a) is another memorandum of settlement dated 22-3-2012 whereby Shri Manish shrivastava was offered a post in the sub-ordinate cadre in the branch/office in Maharashtra State. This shows that the offer was not of M.P.State. Moreover the

workman was also offered appointment in the sub staff cadre. Exhibit W/7(b) is another memorandum of settlement whereby Umesh Yadav was offered appointment in subordinate cadre in the branches of the Bank. His name also appears in the panel. Thus it is clear from the appointment of these other workers that Shri Ashish Jain was also not denied appointment rather the said workman has declined to give consent for his appointment. As such the action of the management is not arbitrary nor unjustified.

10. The management has also examined one witness. The management witness Shri Satyanaran in Sharma is Manager in the Bank. He has supported the case of the management. He has also supported the fact that the name of the workman was in the panel and the panel was valid for three years only. He has also supported that the workman was offered employment in the State of Rajasthan as there was no vacancy in the State of MP but the workman did not give his consent. This clearly shows that the workman is not entitled to claim appointment again on the basis of the said panel. Thus this issue is decided against the workman and in favour of the management.

### 11. Issue No. III

On the basis of the discussion made above, it is clear that the action of the management is justified and the workman is not entitled to any relief. The reference is, accordingly, answered.

12. In the result, the award is passed without any order to costs.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 5 नवम्बर, 2012

**का.आ. 3508.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स कोटक महिन्द्रा औल्ड मचुअवल लाईफ इन्श्यूरेन्स लिमिटेड मुम्बई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 चन्डीगढ़ के पंचाट (संदर्भ संख्या 36/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-10-2012 को प्राप्त हुआ था।

[सं. एल-17012/20/2011-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 5th November, 2012

**S.O. 3508.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to

the management of M/s. Kotak Mahindras Old Mutual Life Insurance Ltd (Mumbai) and their workman, which was received by the Central Government on 30-10-2012.

[No. L-17012/20/2011-IR (M)]

JOHAN TOPNO, Under Secy.

### ANNEXURE

#### BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

#### Case No I. D 36/2011

Shri Arun Kumar,  
C/o 118-A, Sector 30-B,  
Chandigarh.

Applicant

#### Versus

The Vice President (HR),  
M/s Kotak Mahindras Old Mutual Life Insurance Ltd.,  
7th Floor, Godrej Coliseum,  
Behind Everad Nagar,  
Sion (East), Mumbai

Respondents

#### APPEARANCES:

For the workman : Sh. Subhash Talwar.

For the management : Shri D.P. Sharma.

#### AWARD

Passed on 28-9-2012

Central Govt. vide notification No. L-17012/20/2011/IR- (M), dated 2-03-2012, has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Kotak Mahindra Old Mutual Life Insurance Ltd., Mumbai, in terminating the services of Shri. Arun Kumar, relationship Manager w.e.f. 05-10-2010, is legal and justified? What relief the workman is entitled to?”

Case taken up today in Lok Adalat. Statement of Sh. D.P. Sharma, authorised representative of the management and Shri Subhash Talwar A/R of the workman has been recorded. The reference has been settled on the following terms :—

“The management shall pay Rs. 30000 (Thirty thousand only) to Shri Arun Kumar in full and final settlement of his claim in the reference and besides this amount he will not be entitled to any claim against the management whatsoever except withdrawal of provident fund. The payment shall be made by the management within fifteen days from today and the reference may be disposed off accordingly.”

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2. In the light of the above settlement, the reference is disposed off accordingly as settled. Central Govt. be informed. File be consigned.

Chandigarh, 28-9-2012.

S. P. SINGH, Presiding Officer

नई दिल्ली, 5 नवम्बर, 2012

**का.आ. 3509.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स कोटक महिन्द्रा ओल्ड म्युचुअल लाइफ इन्श्यूरेन्स लिमिटेड मुम्बई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 1, चन्डीगढ़ के पंचाट (संदर्भ संख्या 38/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-10-2012 को प्राप्त हुआ था।

[सं. एल-17012/21/2011-आई आर (एम)]  
जोहन तोपनो, अवर सचिव

New Delhi, the 5th November, 2012

**S.O. 3509.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s Kotak Mahindras Old Mutual Life Insurance Ltd (Mumbai) and their workman, which was received by the Central Government on 30-10-2012.

[No. L-17012/21/2011-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

**Case No I. D 38/2011**

Ms. Swati Gupta,  
C/o 118-A, Sector 30-B,  
Chandigarh,

Applicant

#### Versus

The Vice President (HR),  
M/s Kotak Mahindras Old Mutual Life Insurance Ltd.,  
7th Floor, Godrej Coliseum,  
Behind Everad Nagar,  
Sion(East),Mumbai

Respondents

#### Appearances

For the workman : Sh. Subhash Talwar.  
For the management: Shri D.P. Sharma.

#### AWARD

Passed on 28-9-2012

Central Govt. vide notification No.L-17012/21/2011-IR(M), dated 13-03-2012, has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Kotak Mahindra Old Mutual Life Insurance Ltd., Mumbai. in terminating the services of Ms.Swati Gupta, relationship Manager w.e.f. 05-10-2010. is legal and justified? What relief the workman is entitled to?”

Case taken up today in Lok Adalat. Statement of Sh.D.P.Sharma authorised representative of the management and Shri Subhash Talwar A/R of the workman has been recorded. The reference has been settled on the following terms:—

“The management shall pay Rs. 37000 (Thirty seven thousand only) to Smt. Swati Gupta in full and final settlement of her claim in the reference and besides this amount she will not be entitled to any claim against the management whatsoever except withdrawal of provident fund. The payment shall be made by the management within fifteen days from today and the reference may be disposed off accordingly.”

2. In the light of the above settlement, the reference is disposed off accordingly as settled. Central Govt. be informed. File be consigned.

Chandigarh, 28-9-2012.

S. P. SINGH, Presiding Officer

नई दिल्ली, 5 नवम्बर, 2012

**का.आ. 3510.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स कोटक महिन्द्रा ओल्ड म्युचुअल लाइफ इन्श्यूरेन्स लिमिटेड मुम्बई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 1, चन्डीगढ़ के पंचाट (संदर्भ संख्या 37/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-10-2012 को प्राप्त हुआ था।

[सं. एल-17012/22/2011-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 5th November, 2012

**S.O. 3510.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to

the management of M/s Kotak Mahindras Old Mutual Life Insurance Ltd (Mumbai) and their workman, which was received by the Central Government on 30-10-2012.

[No. L-17012/22/2011-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT-1, CHANDIGARH**

**Case No. I. D 37/2011**

Ms. Bhima Devi,  
C/o 118-A, Sector 30-B,  
Chandigarh.

Applicant

#### Versus

The Vice President (HR),  
M/s Kotak Mahindras Old Mutual Life Insurance Ltd.,  
7th Floor, Godrej Coliseum,  
Behind Everad Nagar.  
Sion(East),Mumbai.

Respondents

#### APPEARANCES

For the workman: Sh. Subhash Talwar.

For the management: Shri D.P.Sharma.

#### AWARD

Passed on 28-9-2012

Central Govt.vide notification No.L-17012/22/2011-IR(M),dated 13.03.2012 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Kotak Mahindra Old Mutual Life Insurance Ltd., Mumbai, in terminating the services of Ms.Bhima Devi, relationship Manager w.e.f. 05-10-2010, is legal and justified? What relief the workman is entitled to ?”

Case taken up today in Lok Adalat. Statement of Sh. D.P.Sharma, authorised representative of the management and Shri Subhash Talwar A/R of the workman has been recorded. The reference has been settled on the following terms :-

“The management shall pay Rs. 35000 (Thirty five thousand only) to Smt. Bhima Devi in full and final settlement of her claim in the reference and besides this amount she will not be entitled to any claim against the management whatsoever except withdrawal of provident fund. The payment shall be made by the management within fifteen days from today and the reference may be disposed off accordingly.”

2. In the light of the above settlement, the reference is disposed off accordingly as settled. Central Govt. be informed. File be consigned.

Chandigarh. 28-9-2012.

S. P. SINGH, Presiding Officer

नई दिल्ली, 5 नवम्बर, 2012

**का.आ. 3511.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स हिन्दुस्तान सॉल्ट लिमिटेड मंडी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न.1 चन्डीगढ़ के पंचाट (संदर्भ संख्या 35/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-10-2012 को प्राप्त हुआ था।

[सं. एल-29012/4/2011-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 5th November, 2012

**S.O. 3511.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 35/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s Hindustan Salt Ltd (Mandi) and their workman, which was received by the Central Government on 30-10-2012.

[No. L-29012/4/2011-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT-1, CHANDIGARH**

**Case No. I. D 35/2011**

Shri R.K.Singh Parmar,  
General Secretary, Salt Mine Labour Union,  
211-L Brari, PO Partap Nagar,  
Nangal Dam,

Distt. Ropar. .... Applicant

#### Versus

The Manager,  
Hindustan Salt Ltd., Mandi (HP) .... Respondents

#### APPEARANCES

For the workman: Sh. R. K. Singh Parmar.

For the management: Shri Parveen Kumar

**AWARD**

Passed on 28-9-2012

Central Govt. vide notification No.L-29012/4/2011-IR(M), dated 2-03-2012 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Hindustan Salt Limited. Mandi, in not regularizing the services of workman Shri Duni Chand S/o Shri Gita Ram w.e.f. 1-1-2003 is legal and justified? What relief the workman is entitled to ?”

2. Case taken up today in Lok Adalat The rep. of the workman made a statement that on behalf of workman he withdraw the present reference for the present and the same may be sent to Ministry of Labour as withdrawn. In view of the above recorded statement of the representative of the workman, the reference is returned to the Central Govt as withdrawn. Central Govt be informed. File be consigned.

Chandigarh. 28-9-2012.

S. P. SINGH, Presiding Officer

नई दिल्ली, 5 नवम्बर, 2012

**का.आ. 3512.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमिशनर, एम.सी.डी., टाउन हाल, चाँदनी चौक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 71/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-11-2012 को प्राप्त हुआ था।

[सं. एल-42011/22/2012-आई आर (डी.यू.)]  
सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 5th November, 2012

**S.O. 3512.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 71/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial Dispute between the Commissioner, MCD Town Hall, Chandni Chowk and their workmen, which was received by the Central Government on 2-11-2012.

[No. L-42011/22/2012-IR(DU)]

SURENDRA KUMAR, Section Officer

**ANNEXURE**

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 1, KARKARDOOMA COURTS  
COMPLEX, DELHI**  
**ID No. 71/2012**

Shri Ajit Singh through,

The General Secretary,

Nagar Nigam Karamchari Sangh Delhi Prades,

P-2/624, Sultanpuri,

Delhi.

...Workman

**Versus**

The Commissioner,

MCD Town Hall,

Chandni Chowk,

Delhi

...Management

**AWARD**

Shri Ajit Singh was engaged as a safai karamchai by Municipal Corporation of Delhi (in short the management) on contractual basis. He worked with the management for a considerable period. His services were not regularized and as such he approached the Nagar Nigam Karamchari Sangh, Delhi Prades (in short the union) for redressal of his grievances. The union raised a demand for regularization of services of Shri Ajit Singh as safai karamchai with effect from 11-08-2001. Demand was not conceded to. Consequently, the union raised an industrial dispute before the Conciliation Officer. The management contested the claim made. It resulted into failure of the conciliation proceedings. On consideration of the failure report so submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication vide order no.L 42011/22/2012-IR(DU), New Delhi dated 22-03-2012 with the following terms:

“Whether demand of the General Secretary, Nagar Nigam Karamchari Sangh, Delhi for regularization of the workman Shri Ajit Singh S/o late Shri Ramesh Karan, Safai Karamchari with effect form 11-08-2001 by the management of MCD with all consequential benefits is legal and justified? What relief workman is entitled to and from which date?”

2. In reference order, the appropriate Government commanded the claimant to file his claim statement with relevant documents, list of reliance and witnesses with this Tribunal within 15 days from the date of receipt. Reference order was sent by the appropriate Government on 22-03-2012. The claimant as well as the union opted not to file any claim statement, in pursuance of the command so given.

3. Notice was sent to the claimant, through the union, by registered post on 19-04-2012 to file his claim statement on 14-05-2012. The notice was sent to the claimant through General Secretary, Nagar Nigam Karamchari Sangh, Delhi, P2/624 , Sultanpuri, Delhi, the address given by the appropriate Government in the order of reference. Neither the notice was received back nor any claim statement was filed. Every presumption lies in favour of the fact that the

postal authorities performed their duties regularly. Consequently, it is apparent that the said notice was served on the claimant and despite service of the notice, he opted not to file claim statement.

4. Another notice was sent to the claimant by registered post at above address on 15-05-2012, calling upon him to file his claim statement on 13-06-2012. Notices were also sent by registered post on 14-06-2012, 13-08-2012, 03-09-2012 and 25-09-2012 calling upon the claimant to file his claim statement on 17-07-2012, 13-08-2012, 21-09-2012 and 11-10-2012 respectively. In respect of all these notices, neither the postal articles were received back nor any one appeared on behalf of the claimant. Postal authorities are presumed to have performed their duties regularly. Therefore, every presumption lies in favour of the fact that these notices were served on the claimant and he has not shown any interest in filing a claim before this Tribunal.

5. The claimant opted not to file his claim statement, either in pursuance of the command given in the reference order or in compliance of the notices sent to him by the Tribunal. The claimant abstained from putting his appearance before this Tribunal, to get his dispute adjudicated. Therefore, it seems that the dispute between the claimant and the management has been subsided. Since there remains no dispute between the claimant and the management, a 'no dispute' award is, hereby, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 11-10-2012

नई दिल्ली, 5 नवम्बर, 2012

**का.आ. 3513.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रोप्राइट/मैनेजर, मैसर्स गलफ सिकुरिटीज, गुडगांव एवं अर्दस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 1 चन्डीगढ़ के पंचाट (संदर्भ संख्या 32/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-11-2012 को प्राप्त हुआ था।

[सं. एल-14012/19/2011-आईआर (डी.यू.)]  
सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 5th November, 2012

**S.O. 3513.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2011) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Proprietor/Manager, M/s Gulf Securitas, Gurgaon &

Others and their workman, which was received by the Central Government on 02-11-2012.

[No. L-14012/19/2011-IR (DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

#### BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No I. D 32/2011

Shri Karnail Singh S/o Chajju Ram,  
C/o Sh. Razak Mohammad S/o Sh Ali Hasan,  
R/o Village Jaswantgarh,  
P.O. Billa, Tehsil Panchkula,  
Panchkula (Haryana).

... Applicant

#### Versus

1. The proprietor/Manager,  
M/s Gulf Securitas,  
W-112, Regency Park-4 DLF City,  
Gurgaon.

2. The Director,  
TBRL, Ramgarh Range.  
Panchkula (Haryana).

3. The Senior Security Officer( Incharge),  
TBRL, Ramgarh Range,  
Panchkula (Haryana)

... Respondents

#### APPEARANCES

For the workman: None.

For the management: Shri Pawan Longia for Gulf Securitas.  
None for other Respondents

#### AWARD

Passed on 10-10-2012

Central Govt. vide notification No.L-14012/19/2011-IR (DU) dated 08-02-2012 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Contractor M/s Gulf Securitas Gurgaon contractor of TBRL(DRDO), Chandigarh in terminating the services of Shri Karnail Singh S/o Shri Chajju Ram w.e.f 17-04-2011 is legal and justified? What relief the workman is entitled to?"

2. None is present on behalf of the workman despite service. From the last five hearing, the workman is not ensuring his presence. The reference was referred by the Central Government in the year 2011. Several opportunities

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have been given to the workman but he is not availing the opportunity of being heard. It is already 2.30 P.M. At this stage, I have no option otherwise than to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Government as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh.  
10-10-2012.

S. P. SINGH, Presiding Officer

नई दिल्ली, 5 नवम्बर, 2012

**का.आ. 3514.—**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार प्रिन्सिपल जनरल मैनेजर, टेलीकाम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चंडीगढ़ के पंचाट (संदर्भ संख्या 521/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-11-2012 को प्राप्त हुआ था।

[सं. एल-40012/243/2002-आई आर (डी.यू.)]  
सुरेन्द्र कुमार, अनुभाग अधिकारी

New Delhi, the 5th November, 2012

**S.O. 3514.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 521/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Principal General Manager, Telecom and their workman, which was received by the Central Government on 02-11-2012.

[No. L-40012/243/2002-IR (DU)]

SURENDRA KUMAR, Section Officer

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

**Present :** Sri A.K. Rastogi, Presiding Officer

**Case No. 1.D. 521/2005**

**Registered on 22-8-2005**

Shri Baljinder Singh, S/o Sh. Ram Murti,  
#No.488, Burail UT,  
Chandigarh. .... Petitioner

#### Versus

The Principal General Manager,  
Telecom, Telephone Deptt.,  
Sector 18-A,  
Chandigarh. .... Respondents

#### APPEARANCES

For the Workman : Sh. Barjesh Mittal; Advocate.  
For the Management : Sh Anish Babbar; Advocate

#### AWARD

Passed on September 26, 2012

Central Government vide Notification No. L-40012/243/2002 -IR (DU) Dated 17-4-2003, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section (2-A) of the Industrial Disputes Act, 1947 (hereinafter referred to as 'Act') has referred the following Industrial dispute for adjudication to this Tribunal :—

"Whether the action of the management of Telecom (BSNL) in terminating the services of Sh. Baljinder Singh, Ex-casual labour (Mazdoor) w.e.f. June, 1992 without any notice and without any payment of retrenchment compensation even not taking the workman back in service as he was acquitted by the Court on 18-7-2001 is just and legal? If not to what relief the concerned workman is entitled to and from which date?"

The case of the workman is that he was in the employment of the management as casual labour from 28-2-1984 to 21-6-1992 when he was arrested in connection of an FIR under Section 411 IPC. Subsequently he was released on bail but he was not allowed to join the duty and he was told that his services has been terminated on account of his involvement in the criminal case. Ultimately, the workman was acquitted by Court of law and then he approached the management for permission to join the duty but again he was not allowed. According to the workman the action of the respondent-management in not taking back the workman on duty is illegal, unlawful, unwarranted and uncalled for as his services were terminated without notice and without giving any compensation. The workman has claimed his reinstatement with continuity in service, seniority and full back wages from 1992.

The management contested the claim and it was alleged that the services of the workman were not terminated by the management but the workman himself abandoned the job due to his arrest and involvement in criminal case. And as his job was need-based and he himself had abandoned the job hence the action of the management in not taking him back is not illegal unlawful etc. The management has no work for the claimant and nor there is any vacancy available.

In evidence besides himself the workman examined Gopal Krishan and relied on certain papers. While on behalf of management Ashok Kumar, AGM, O/o GMTD, Sector 34, Chandigarh was examined.

I have heard the learned counsel for the parties and I have gone through the evidence on record.

It is clear from the written statement of the management that the services of the workman were not terminated by the management. According to the management the workman himself abandoned the job. The learned counsel for the management submitted that the management has no certified Standing Orders and the Model Standing Orders contained in Schedule I of the Industrial Employment (Standing Orders) Centre Rules 1946 in short ('Centre Rules') are applicable in relation to the employees of the management. Rule 14 of Centre Rules provides disciplinary action for misconduct and as per Rule 14, Sub-Rule (3) Clause (e) absence without leave for more than 10 days is a misconduct. The abandonment of the job is absence without leave and therefore a misconduct, inviting disciplinary action against the delinquent. Since the workman was not proceeded against the alleged misconduct and his services were not terminated hence he should be treated in continuing service. It is important to note that management-witness Ashok Kumar during his cross-examination had admitted that the workman had been conferred temporary status and the services of temporary status holder cannot be terminated without enquiry.

The question is that whether the action of the management in not taking the workman back in service after his acquittal was just and legal? There is no evidence to show that the workman after his release on bail had approached the management for joining the duty but, there is evidence to show that he approached the management for joining the duty after his acquittal in the criminal case. He has produced the copy of joining letter dated 8-8-2001 Annexure W-3 of his claim statement and has stated that it has been officially received by the respondent on 21-8-2001. The paper is paper No.21 on the record and it bears the stamp of the Principal GM, Telecom, Chandigarh and receiving date as 21st August. Regarding the joining the management-witness has stated that he cannot say whether the workman after his acquittal in the criminal case submitted any joining report or not and there is no such record of the workman's service, the relevant record is not traceable. It is clear that the management is not in a position to deny the paper. The workman in his cross-examination has denied the suggestion of the management that the documents placed on record by him are false or fabricated. There is therefore no reason to doubt, the genuineness of the original of the document paper No. 21.

The learned counsel for the management justified the action of the management in not taking back the workman on the ground that his employment was need-based and he himself had abandoned the job. The plea abandonment of job cannot be accepted as no

disciplinary action was taken by the management on that ground against the workman.

The long period of employment of the workman with the management from 1984 till date belies the plea of the management that his employment was need-based. I am therefore of the view that the management in not taking back the workman on duty after the acquittal of the workman in the criminal case is not just and legal.

From the above going discussion it is clear that the services of the workman have not been terminated by the management. He remained absent from duty i.e. 21-6-1992 the date of arrest in the criminal case till 21-8-2001 and the joining letter paper No. 21 was received by the management, the management was not justified in not taking back him on duty from 21-8-2001. The workman is therefore entitled to wages from 21-8-2001 onwards. On the principle of 'No Work No Pay' he is not entitled to wages for the period of his absence from duty. The management is directed to take the workman back on duty within one month of publication of the award and to pay the back wages as ordered. The reference is answered in favour of the workman. Two copies of the award be sent to Central Government and one copy to District Judge Chandigarh for further necessary action.

**ASHOK KUMAR RASTOGI, Presiding Officer**

नई दिल्ली, 6 नवम्बर, 2012

**का.आ. 3515.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स अचिवा लाइफ इश्योरेन्स कम्पनी इंडिया दिल्ली के प्रबंधतंत्र के सबद्वं नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय नं. 1, दिल्ली के पंचाट (संदर्भ संख्या 15/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-10-2012 को प्राप्त हुआ था।**

[सं. एल-15025/1/2012-आई आर (एम)]  
जोहन तोपनो, अवर सचिव

New Delhi, the 6th November, 2012

**S.O. 3515.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Aviva Life Insurance Co. India Ltd (Delhi) and their workmen, which was received by the Central Government on 30-10-2012.**

[No. L-15025/1/2012-IR (M)]  
JOHAN TOPNO, Under Secy.

## ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
No. 1, KARKARDOOMA COURTS COMPLEX,  
DELHI**

**ID No. 15/2011**

Shri Bhupal Singh Rawat  
S/o Sh. Diwan Singh Rawat,  
R/o A-122, Rajkori,  
New Delhi.

... Workman

**Versus**

M/s. Aviva Life Insurance Co. India Ltd.,  
IIInd Floor, Prakash Deep Building,  
7, Tolstoy Marg,  
New Delhi - 110001. ... Management

**AWARD**

M/s. Dabur CGU Pvt. Ltd. appointed a driver on 25-05-2000. On 22-05-2002, he was appointed in that capacity by Aviva Life Insurance (in short the insurance company). Services rendered by him in Dabur CGU Life Insurance Company Pvt. Ltd. were to be reckoned with the new job. He served the insurance company till 22-10-2010, the date when his services were dispensed with. Feeling aggrieved by the act, the driver raised an industrial dispute before the Conciliation Officer on 15-10-2010. Conciliation proceedings were initiated. When no settlement could arrived at within a period of 45 days from the date of making an application before the Conciliation Officer, the driver filed a claim before this Tribunal under sub-section (2) of Section 2A of the Industrial Disputes Act, 1947 (in short the Act). Sub-section (2) of Section 2A of the Act empowers him to approach this Tribunal directly, without his dispute being referred by the appropriate Government under sub-section (1) of Section 10 of the Act, in case of discharge, dismissal, retrenchment or otherwise termination of his service. Since his claim was not hit by sub-section (3) Section 2A of the Act, it was registered as an industrial dispute, for adjudication.

2. Claim statement was filed by the driver, namely, Shri Bhupal Singh Rawat, pleading therein that he joined services with the insurance company on 25-05-2000. He was working sincerely, diligently and honestly. His last drawn wages were Rs. 36,785.00. The insurance company deprived him of legal facilities, such as casual leave and overtime wages on double rates. When he raised such a demand, his services were dispensed with on 22-10-2000, without payment of his statutory dues. Action of the insurance company was violative of the provisions of Section 25F and 25H of the Act. He raised a demand for reinstatement of his services vide letter dated 13-11-2010, but to no avail.

3. He filed application before the Conciliation Officer on 22-11-2010. Conciliation Officer had sent notice dated 11-01-2011, 28-01-2011 and 24-02-2011 to the insurance company but to no avail. Since 45 days had passed after moving of application before the Conciliation Officer, he filed his claim before this Tribunal, without being referred by the appropriate Government for adjudication. He claims that an award for reinstatement of his services with continuity and full back wages may be passed in his favour.

4. The insurance company resists the claim pleading that this Tribunal has no territorial jurisdiction for adjudication of the dispute. It agitates that the claimant was appointed at Gurgaon, where he reported for his duties. Claimant was working at the above office of the insurance company located at Aviva Tower Sector Road, opposite Golf Course, DLF Phase V, Section 43, Gurgaon, Haryana. As such, this Tribunal lacks jurisdiction. It has further been projected that the appropriate Government for this dispute is the State Government and not the Central Government. All these facts makes this Tribunal incompetent to adjudicate the dispute.

5. Insurance Company nowhere disputes factum of appointment of the claimant as driver since 25-05-2000. It has been projected that statutory facilities were made available to the claimant. When the insurance company was incorporated, he joined its services on 01-06-2002. The insurance company was restructuring itself, hence had detailed discussions with the claimant with respect to his changed role. The claimant opted to discontinue his job. Accordingly, termination letter dated 22.10.2010 was issued. A sum of Rs. 49,124.00 towards two months salary was paid to the claimant, which was accepted by him. Since the claimant willfully agreed to have his services terminated and accepted cheque for Rs. 49,124.00, he is estopped for making his claim that his services were illegally terminated. The insurance company does not dispute that the claimant raised an industrial dispute before the Conciliation Officer on 22-11-2002, who started conciliation proceedings. However, it claims that the claimant is not entitled for reinstatement in service with continuity and full back wages.

6. On pleading of the parties, following issues were settled :

- (i) Whether action of the management in terms of letter dated 22-10-2010 amounts to retrenchment?
- (ii) Whether the claimant is entitled to relief of reinstatement?
- (iii) Relief.

7. Claimant entered the witness box to testify facts. Shri Karan Singh Chitkara, deposed facts on behalf of the insurance company. No other witness was examined by either of the parties.

8. Arguments are heard at the bar. Shri B.S.Rawat, authorized representative, advanced arguments on behalf of the claimant. Ms. Gurmeet Bindra, authorized representative, presented her point of view on behalf of the insurance company. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the records. My findings on issues involved in the controversy are as follows :

9. At the outset, the insurance company raised an issue that the appropriate Government for this dispute is the State Government and not the Central Government. It has been agitated that this Tribunal has no jurisdiction to entertain the dispute. Contra to it, Shri Rawat claims that the Central Government is the appropriate Government and this Tribunal is competent to enter into adjudication of the present controversy. Answer to the proposition is available in statutory provisions, which are considered in subsequent Sections.

10. Clause (a) of Section 2 of the Act defines appropriate Government. It would be expedient to know the definition of phrase 'appropriate Government'. Consequently, definition of the phrase is extracted thus :

"2(a) "appropriate Government" means —

(i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an industrial dispute concerning a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1948(9 of 1948), or the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956) or the Employees' State Insurance Corporation established under section 3 of the Employees' State Insurance Act, 1948(34 of 1948), or the Board of Trustees and the State Board of Trustees section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956(31 of 1956), or the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956 (1 of 1956), or the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961(47 of 1961), or the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963),

or the Food Corporation of India established under section 3, or a Board of Management established for two or more contiguous States under section 16, of the Food Corporations Act, 1964 (37 of 1964), or the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Banks established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Corporation of India Limited, the National, Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987) or the Banking Service Commission Act 1975 or an air transport service, or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port, a company in which not less than fifty one percent of the paid up share capital is held by the Central Government, or any Corporation, not being a Corporation referred to in this clause, established by or under any law made by Parliament, or the Central public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the Central Government, and

(ii) in relation to any other industrial dispute, the State public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the State Government, the State Government :

Provided that in case of a dispute between a contractor and the contract labour employed through the contractor in any industrial establishment where such dispute first arose, the appropriate Government shall be the Central Government or the State Government, as the case may be, which has control over such industrial establishment".

11. In relation to an industrial dispute, appropriate Government can either mean the Central Government or the State Government. The Central Government has been defined under section 3(8) and the State Government under section 3(60) of the General Clauses Act, 1897. In relation to an industrial dispute concerning -

1. an industry carried on or under the authority of the Central Government, or a railway company, or
2. an such controlled industry as may be specified in this behalf by the Central Government, or
3. a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1948(9 of 1948), or

4. the Industrial Finance Corporation of India Limited formed and registered under the companies Act, 1956, or
  5. the Employees' State Insurance Corporation established under section 3 of the Employees' State Insurance Act, 1948 (34 of 1948), or
  6. the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), or
  7. the Central Board of Trustees and the State Boards of Trustees constituted under section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or
  8. the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956 (31 of 1956), or
  9. the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956, or
  10. the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or
  11. the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or
  12. the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or
  13. the Food Corporation of India established under section 3 of the Food Corporation Act, 1964 (37 of 1964), or
  14. a Board of Management established for two or more contiguous States under section 16 of the Food Corporations Act, 1964 (37 of 1964), or
  15. the Airports Authority of India constituted under section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or
  16. a Regional Rural Bank established under section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), or
  17. the Export Credit and Guarantee Corporation Limited, or
  18. the Industrial Reconstruction Bank of India Limited, or
  19. the National Housing Bank established under section 3 of the National Housing Bank Act, 1987 (53 of 1987), or
  20. an air transport service, or
  21. a banking company, or
  22. an insurance company, or
  23. a mine, or
  24. an oil-field, or
  25. a Cantonment Board, or
  26. a "major port, or
  27. any company in which not less than fifty-one per cent of the paid-up share capital is held by the Central Government, or
  28. any corporation, not being a corporation referred to in this clause, established by or under any law made by Parliament, or
  29. the Central public sector undertaking, or
  30. subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the Central Government, the appropriate Government would mean the Central Government".
12. In relation to any industrial dispute, other than those specified in sub clause (i) of clause (a) of section 2 of the Act, appropriate Government would be State Government. In other words, all industrial disputes which are outside the purview of sub-clause (i) are concern of the State Government under sub-clause (ii) of clause (a) of Section 2 of the Act. Thus, the general rule is that an industrial dispute raised between employer and his employee would be referred for adjudication by the State Government, except in cases falling under section 2(a)(i) of the Act. Consequently, where industrial dispute which does not fall within the ambit of section 2(a)(i) of the Act, appropriate Government cannot be the Central Government. As pointed out above, for a dispute concerning an insurance company the appropriate Government is the Central Government.
13. The insurance company projects that the claimant was posted at its Gurgaon, Haryana, Office. It was agitated that this Tribunal has no territorial jurisdiction to adjudicate the claim. The scheme of the Act shows that it aims at settlement of all industrial disputes arising between capital and labour by peaceful methods and through the machinery of conciliation, arbitration and if necessary by compulsory adjudication. The object of the Act is to protect workman against victimization by the employer and ensure termination of industrial dispute in a peaceful manner. The Act, however, does not provide for any set of social and economic principles for adjustment of conflicting interests. Such norms have been evolved and devised by industrial adjudication, keeping in view the social and economic conditions, the needs of the

workmen, the requirement of the industry, social justice, relative interests of the parties and common good. These norms have given rights to the industrial employees what may be called industrial rights, as such rights may not be available at common law. Disputes as to the conditions of employment can be resolved by resorting to a technique known as collective bargaining. This tool is resorted to between an employer or group of employers and a bona fide labour union. Policy behind this is to protect workmen as a class against unfair labour practices. What imparts to the dispute of a workman the character of an "industrial dispute" is that it affects the right of the workman as a class. But by way of extension of definition of industrial dispute, by insertion of section 2A of the Act, the dispute of an individual workman connected with or arising out of his discharge, dismissal, retrenchment or otherwise termination of his service by his employer has been brought within the ambit of the Act.

14. For adjudication of industrial disputes the appropriate Government is empowered to constitute Labour Courts, Industrial Tribunals and National Tribunals. Sub-section (1) of section 7 of the Act empowers the appropriate Government to constitute one or more labour Courts for adjudication of industrial disputes relating to any matter specified in the Second Schedule and for performing such other functions as may be assigned to them under this Act. Sub section (1) of Section 7A of the Act empowers the appropriate Government to constitute one or more Industrial Tribunal for adjudication of industrial disputes relating to any matter, whether specified in the Second Schedule or the Third Schedule and for performing such other functions as may be assigned to them under this Act. In the same manner sub-section (1) of Section 7B of the Act empowers the Central Government to constitute one or more National Industrial Tribunal for adjudication of industrial disputes which, in the opinion of the Central Government, involve questions of national importance or are of such a nature that industrial establishments situated in more than one State are likely to be interested in, or affected by, such disputes. Therefore, the aforesaid provisions make it clear that for constitution of Labour Courts, Industrial Tribunals and National Tribunals, the appropriate Government or the Central Government, as the case may be, has not to take into consideration the territory for which Labour Courts, Industrial Tribunals or National Tribunals are to be constituted. Labour Courts are constituted for adjudication of disputes relating to any matter specified in the Second Schedule appended to the Act and for performing such other functions as may be assigned to them under the Act. An Industrial Tribunal can adjudicate any dispute relating to any matter whether specified in the Second Schedule or Third Schedule appended to the Act and such other functions as may be assigned to them under the

Act. National Tribunal can be constituted to adjudicate an industrial dispute involving questions of national importance or of such a nature in which industrial establishments situated in more than one State are likely to be interested in or affected by such disputes. Therefore, it is evident that territorial jurisdiction criteria for constitution of Labour Courts, Industrial Tribunals and National Tribunals have not been provided under the Act.

15. Clause (c) of sub-section (1) of Section 10 of the Act empowers the appropriate Government to refer a dispute or any matter appearing to be connected with or relevant to the dispute as specified in the Second Schedule to a Labour Court for adjudication. In the same manner clause (d) of sub-section (1) of Section 10 empowers the appropriate Government to refer a dispute or any matter appearing to be connected with or relating to the dispute, whether it relates to any matter specified under the Second Schedule or Third Schedule to an Industrial Tribunal for adjudication. Sub-section (1A) of Section 10 of the Act empowers the Central Government to refer any dispute which involves a question of national importance or in which industrial establishments situated in more than one State are likely to be interested or affected for adjudication to a National Tribunal. Therefore, the provisions of Section 10 of the Act, which empowers the appropriate Government or the Central Government, as the case may be, to refer a dispute to a Labour Court, Industrial Tribunal or National Tribunal, nowhere make a reference to territorial jurisdiction of such courts or Tribunals. Consequently it is evident that for adjudication of a dispute by this Tribunal, Territorial constraints are not over it. The objection taken by the management does not bear any substance.

16. Now I would turn to the factual matrix of the controversy. The claimant swears in his affidavit Ex.WW 1/A that he worked with the insurance company as driver since 25-05-2000. Appointment letters Ex.WW1/2 and Ex.WW1/3 were issued in his favour. He continuously worked till 12-10-2010, when his services were illegally dispensed with. Shri Karan Singh Chitkara projects in his affidavit Ex.MW1/A, tendered as evidence, that appointment letter was issued to the claimant wherein all terms of his employment were mentioned. The insurance company was restructuring itself and had detailed discussions with the claimant with respect to his changed role in the organization. He opted to discontinue and accordingly termination letter dated 22-10-2010 was issued to him. It was not disputed by the insurance company, either in its written statement or through testimony of Shri Chitkara, that letters of appointment Ex.WW1/2 and Ex.WW1/3 were issued to the claimant from time to time. When perused, Ex.WW1/3 highlights that the claimant was appointed as driver with effect from 01-06-2000. Ex.WW1/3 was issued on 22-05-2002 wherein terms of appointment of the claimant with the insurance company

is detailed. He was appointed with effect from 1-06-2002 with the stipulation that his service rendered with Dabur CGU Life Insurance Company shall be counted. Thus, it emerged over the record that when the claimant was engaged by the insurance company, his service rendered with earlier company were counted. This it is emerging over the record that the claimant is deemed to be in service of the insurance company with effect from 1-06-2000. It is also not a matter of dispute that the claimant served the insurance company till 22-10-2010.

17. Claimant projects that termination letter was served upon him, which is Ex. WW1/4. This document is also relied by the insurance company. Therefore Ex. WW1/4 is to be construed in order to ascertain as to whether the claimant opted to discontinue his services or it was the insurance company who had dispensed with his services. It would be in the fitness of things to reproduce the contents of the aforesaid documents, which are extracted thus:

"We wish to inform you that due to organization restructuring your services are being discontinued with effect from October 22, 2010.

We will be paying you two months salary in lieu of the notice period subject to you handing over all company assets (in good working condition) and clearance from all relevant functions.

May we remind you that as per terms of the letter you are governed by a contractual confidentiality clause. Any violation of this clause will lead to appropriate action. Please hand over all the company assets including but not limited to laptop, data card, identity card, visiting cards, electronic data, passwords, stationery etc. to your supervisor. Please also note that as per the return of the company property policy, if you fail to return company assets including but not limited to the ones mentioned above then the company would be constrained to take appropriate action.

Please get in touch with payroll department for your final and final settlement."

18. Question, which is to be addressed by the Tribunal, is as to whether discontinuation of services of the claimant with effect from 22-10-2010 amount to retrenchment? For an answer definition of the word "retrenchment" is to be considered. Section 2 (oo) of the Act defines the term as follows:

"(oo) "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include —

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and, the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the service of the workman as a result of the non renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under the stipulation in that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill-health;"

19. As referred above, definition of word "retrenchment" consists of following four requirements:—

- (a) Termination of services of workman
- (b) By the employer
- (c) For any reason whatsoever, and
- (d) Otherwise than as a punishment inflicted by way of disciplinary action

20. When the Act provides dictionary for the word used, in that situation it is essential that the Tribunal cannot look into the dictionary first for interpretation of the word used in the Act. Therefore, taking into account the definition of the term "retrenchment" given in the Act, the Tribunal is concerned to appreciate whether termination of the services of the claimant was by an act of the employer. On this count, insurance company could not project any fact to show that the claimant abandoned his services. Ex. WW1/4 makes it apparent that the insurance company discontinued services of the claimant due to restructuring of its organization. Therefore, contents of Ex. WW1/4 falls heavily on the insurance company. It is crystal clear that services of the claimant were dispensed with by the insurance company. No case has been projected that his services were done away as punishment inflicted by way of disciplinary action. Hence, it would be said that action the insurance company falls within the first limb of the definition of the term 'retrenchment'.

21. No evidence was projected by the insurance company that the claimant sought voluntary retirement. In his affidavit, Ex. MW1/A, Shri Chitkara projects that a detailed discussion took place between insurance company and the claimant with respect to his changed rule in the organization and therefore he opted to discontinue his service. Aforesaid claim is found to be bald, that too without any substance. Ex. WW1/4 nowhere highlights that the claimant opted to abandon his job. On the other hand, it makes it clear that services of the claimant were discontinued by the insurance company. In that situation,

it is evident that it is not the case where claimant abandoned his job. Thus, the case does not fall within the ambit of claimant retiring on reaching the age of superannuation or termination of his services as result of non-renewal of contract of employment, on its expiry or termination of his services under the stipulation contained in the contract of employment or on account of continued ill health. Consequently, case does not fall within the exception provided in the second limb of the definition of the term 'retrenchment'.

22. Claimant was engaged in the services of the insurance company on 01-06-2002, with stipulation that his service with Dabur CGU Life Insurance Company Pvt. Ltd. shall be counted. As such, it is apparent that services rendered by the claimant with the CGU insurance company with effect from 01-06-2000 is to be reckoned in continuity with the services which he rendered with the insurance company. Thus, it is evident that he was in continuous service of the insurance company with effect from 01-06-2000 to 23-10-2010. These facts make it clear that the claimant rendered continuous service with the Insurance Company for more than 240 days in every calendar year. Consequently, it is concluded that the claimant actually worked for more than 240 days during the period of 12 calendar months, immediately preceding his retrenchment.

23. Claimant rendered continuous service of a year or more as contemplated by Section 258 of the Act. As unfolded by Shri Chitkara, two months notice pay was given to the claimant, vide cheque Ex.MW1/3. However, retrenchment compensation as contemplated by Section 25F of the Act was not paid to the claimant. Payment of retrenchment compensation is a condition precedent to a valid order of retrenchment. Precedents in Bombay Union of Journalists case [1964 (1) LLJ 351], Adaishwar Laal (1970 Lab.I.C.936) and B.M.Gupta [1979 (1) LLJ 168] announced that subsequent payment of compensation cannot validate an invalid order of retrenchment. As retrenchment compensation was not paid to the claimant, consequently action of the insurance company falls within the mischief of Section 25-F of the Act.

24. Above fact makes me to announce that services of the claimant was dispensed with by the insurance company in violation of provisions of Section 25F of the Act. It is not a case where the claimant was engaged as driver dehors the rules. His engagement by the insurance company was in accordance with the rules. Claimant could project that he has a case for reinstatement in the service of the insurance company. Resultantly, it is concluded that the claimant is to be reinstated in service of the insurance company with continuity of service.

25. In his affidavit, Ex.WW1/A, claimant swears that he is unemployed since the date of termination of his services. He made efforts but could not get any job. However, no evidence has been brought to the effect that

he approached any employer for job of a driver, after termination of his services. Bald self serving statement was made by the claimant relating to his unemployment. Taking into account these facts, I am of the view that the claimant is not entitled to full back wages. What portion of back wages is to be released is a proposition which is to be answered. For adjudication of the question legal precedents are scanned in subsequent sections.

26. The Apex Court and High Courts dealt with the issue of award of back wages in catena of decisions, when reinstatement in service was not found expedient. Those precedents may help the Tribunal in ascertaining the quantum of back wages which may be awarded to the claimant. In S.S. [Shetty 1957 (II) LLJ 696] the Apex Court indicated some relevant factors which an adjudicator has to take into account in computing compensation in lieu of reinstatement, in the following words:

"The Industrial Tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exist or of the workman being awarded various benefits including reinstatement under the terms of future awards by Industrial Tribunal in the event of industrial disputes arising between the parties in future... In computing the money value of the benefits of reinstatement, the industrial adjudicator would also have to take into account the present value of what his salary, benefits etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award.

Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to make as correct as estimate as is possible bearing, of course in mind all the relevant factors pro and con".

27. A Divisional Bench of the Patna High Court in B. Choudhary (1983) Lab.I.1755 (1758) deduced certain guidelines which have to be borne in mind in determining the quantum of compensation viz. (i) the back wages receivable, (ii) compensation for deprivation of the job with future prospect and obtainability of alternative employment, (iii) employee's age, (iv) Length of service in the establishment, (v) capacity of the employer to pay and the nature of the employer's business, (vi) gainful employment in mitigation of damages; and (viii) circumstances leading to the disengagement and the past

conduct. These factors are only illustrative and not exhaustive. In addition to the amount of compensation, it is also within the jurisdiction of the Tribunal to award interest on the amount determined as compensation. Furthermore, the rate of such interest is also in the discretion of the Tribunal. Reference can be made to Tabesh Process, Shivakashi (1989 Lab. I.C.1887).

28. In Assam Oil Co. Ltd. [1960 (1) LLJ 587] the Apex Court took into account countervailing facts that the employer had paid certain sums to the workmen and her own earning in the alternative employment and ordered that "it would be fair and just to direct the appellant a substantial sum as compensation to her". In Utkal Machinery Ltd. [1966 (1) LLJ 398] the amount of compensation equivalent to two years salary of the employee awarded by the Industrial Tribunal was reduced by the Supreme Court to an amount equivalent to one year salary of the employee in view of the fact that she had been in service with the employer only for 5 months and also took into consideration the unusual manner of her appointment at the instance of the Chief Minister of the State. In A.K. Roy [1970 (1) LLJ 228] compensation equivalent to two years salary last drawn by the workmen was held to be fair and proper to meet the ends of justice. In Anil Kumar Chakaraborty [1962 (II) LLJ 483] the Court converted the award of reinstatement into compensation of a sum of Rs.50000 as just and fair compensation in full satisfaction of all his claims for wrongful dismissal from service. In O.P. Bhandari [1986 (II) LLJ 509], the Apex Court observed that it was a fit case for grant of compensation in view of reinstatement. The Court awarded compensation equivalent to 3.33 years salary as reasonable. In M.K. Aggarwal (1988 Lab. I.C.380), the Apex Court though confirmed the order of reinstatement yet restricted the back salary to 50% of what would otherwise be payable to the employee. In Yashveer Singh (1993 Lab. I.C. 44) the court directed payment of Rs.75000 in view of reinstatement with back wages. In Naval Kishor [1984 (II) LLJ 473] the Apex Court observed that in view of the special circumstances of the case adequate compensation would be in the interest of the appellant. A sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Sant Raj [1985 (II) LLJ 19] a sum of Rs. 2 lac was awarded as compensation in lieu of reinstatement. In Chandu Lal (1985 Lab. I.C.1225) a compensation of Rs. 2 lac by way of back wages in lieu of reinstatement was awarded. In Ras Bihari (1988 Lab. I.C.107) a compensation of Rs. 65000 was granted in lieu of reinstatement, since the employee was gainfully employed elsewhere. In V.V. Rao (1991 Lab. I.C.1650) a compensation of Rs. 2.50 lac was awarded in lieu of reinstatement.

29. As detailed above, there is desideratum of evidence, relating to parameters for grant of back wages, in facts unfolded by the claimant. On the other hand, insurance company has not been able to project any

evidence for grant of back wages to the claimant, for the period for which he remained unemployed after termination of his services. Though no yardsticks are available with the Tribunal to ascertain the quantum of back wages, but considering facts in entirety, it is announced that the claimant shall get 50% of his wages from the date of his termination till the date the award becomes operative. From the date when the award comes in operation, claimant shall get full wages in case insurance company fails to reinstate him, by way of taking steps for assailing award before writ courts. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated: 10-09-2012 Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 7 नवम्बर, 2012

**का. आ. 3516.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स टाटा आयरन एण्ड स्टील कम्पनी लिमिटेड, कंज्होर उडीसा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कमिकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 1/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-10-2012 को प्राप्त हुआ था।

[सं. एल-29012/88/2001-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 7th November, 2012

**S. O. 3516.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Tata Iron & Steel Co. Ltd. (Keonjhar Orissa) and their workman, which was received by the Central Government on 31-10-2012.

[No. L-29012/88/2001-IR (M)]

JOHAN TOPNO, Under Secy.

**ANNEXURE  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT  
BHUBANESWAR**

**Present:**

Shri J. Srivastava,  
Presiding Officer, C.G. I.T.-cum-Labour  
Court, Bhubaneswar.

**INDUSTRIAL DISPUTE CASE No. 1/2002**

**Date of Passing Award - 28th September, 2012**

**Between :**

The General Manager, (M & Q),  
At./Po. Joda, Keonjhar, Orissa. .... 1st Party-Management.

And

Their workman Shri Shankar Prasad,  
Qr. No. 3R/33, At. Golder Camp,  
Joda (West), Po. Joda, Dist. Keonjhar,  
Orissa. ....2nd Party-Workman.

**Appearances :**

M/s. P.P. Mohanty, ... For the 1st Party -Management.  
Advocate.

M/s. Subrat Mishra, ...For the 2nd Party-Workman.  
Advocate.

**AWARD**

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the management of Tata Iron & Steel Co. Ltd., the General Manager (M&Q) At./Po. Joda and their workman in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-29012/88/2001-IR(M), dated 4-1-2002 in respect of the following matter:-

"Whether the action of the management of Tata Iron & Steel Co., Joda by dismissing the services of Shri Shankar Prasad, Sr. Inspector (Security) from 4-1-2000 is justified ? If not, what relief the workman is entitled to?"

2. The 2nd Party-workman while presenting his case in his statement of claim has alleged that he was working as a Senior Inspector (Security)- "special grade" at Joda Central Organization. The incident which culminated into dismissal of the 2nd Party-workman took place on 7-6-1999, when he was in general shift duty from 7 A.M. to 12 Noon and from 2 P.M. to 5 P.M. On that date at about 1.20 P.M. when he was taking lunch at his residence during lunch break he was informed and directed by Shri P.K. Das, Junior Officer (Security) to escort the security team going for disbursement of salary at Bichakundi and Malda Manganese Mines with the pay masters and cash. He immediately got ready and reported at his office. The Company's Jeep No. ORJ-7152 proceeded to Bichakundi and Malda Mines along with pay masters, time keeper, two gun-men and one gun-man of T.I.S. (security agency) with necessary cash. Another jeep No. OR-04-A-1570 hired by the company followed the cash jeep with the 2nd Party-workman and one havildar as escort. On the way at Bichakundi mines, one pay-master and one gun-man got down from the cash jeep and rest of them proceeded for Malda Mines. At about 1.45 P.M. while cash jeep No. ORJ-7152 was going to approach the Khandbond Mines pit office on the way one wooden rolla was found lying on the road. The road was blocked. The driver put the jeep little bit slow and crossed the said rolla. In the meantime three miscreants appeared before the cash jeep. One of the

miscreants pointed the revolver on the head of the driver Shri Nilambar Ghana and asked him to stop the jeep. On this the driver got afraid and managed to escape from the jeep. The pay master Shri Bikas Shariyal and the Time-keeper Shri Bidram Majhi also managed to escape from the running jeep due to threat of their life. The 2nd Party-workman who was following the cash jeep shouted and asked loudly to Shri S.C. Pradhan, Guard to fire at the miscreants, but he did not fire at them. As the cash jeep was in running condition it fell down in the culvert and both the gun-men were trapped inside the jeep. One of the miscreants chased the pay master and Time Keeper with bhujali to some distance towards Malda and two of them went near the cash jeep. One of the miscreants who was having a revolver pointed out towards security personnel and the other forcibly took the cash box and the gun of M/s. T.I.S. The entire incident took place within few minutes when the escort jeep reached near the cash jeep toppled adjacent to the bridge. The 2nd Party-workman asked the driver of the escort jeep to stop the jeep, but he drove the jeep fastly and after being forced by the 2nd Party-workman as well as the Havildar the driver stopped the jeep at a distance of 100 yards from the place of incident. The 2nd Party-workman then rushed to the spot but by then, the miscreants had fled away with looted cash and gun. A chase was made and the miscreants were asked to throw away the cash box and gun, but the miscreants did not listen and pointed out the revolver at the 2nd Party-workman and ran away inside the forest with cash box and gun. Despite all his sincere efforts to save the cash from the miscreants and having no lapses on his part the Management issued charge-sheet against the 2nd Party-workman on 19-7-1999 along with other employees who were in the cash team. The 2nd Party-workman submitted his explanation denying the alleged charges. An enquiry was instituted and after completion of the enquiry he was found guilty of the charges. He was asked by the General Manager of the Company on 17-11-1999 for making further representation. The 2nd Party-workman submitted his representation denying the charges but without considering his representation, the Management vide its letter dated 4-1-2000 dismissed him from service. After receiving the order of dismissal he made an appeal to the General Manager, QMQ, but the Divisional Manager (A & P) who is subordinate to the General Manager rejected his appeal incompetently and without authority. In the FIR lodged by the Junior Officer (security) regarding the incident even a whisper of negligency on the part of the 2nd Party-workman was not alleged. In the preliminary enquiry made by the two senior Executives of the company no adverse remarks were made against the 2nd Party-workman. The 1st Party-Management clandestinely used two of the charge-sheeted workmen as prosecution witnesses to lead false evidence against the 2nd Party-workman at the instance of the management with malafide intention. The Enquiry Officer being biased had accepted

the false evidence. The enquiry conducted was not fair and proper in as much as the statement of the workman witness and the documents submitted by him have not been interpreted in true perspective. The copies of the statement of witnesses and the proceedings of the enquiry were not supplied to him despite his request which is violative of the principles of natural justice. The charges made against him are false, baseless, intentional, biased and malafide. Hence the dismissal from service is illegal and unjustified and in consequence thereof the workman is entitled to reinstatement with full back wages and other service benefits. The action of the management in dismissing the 2nd party-workman from service be, as such, held as unjustified and illegal.

3. The 1st Party-Management has submitted its written statement alleging that the 2nd Party-workman has been dismissed from service after conducting the domestic enquiry strictly in accordance with the provisions of the certified standing order and no illegality has been committed by the 1st Party-Management in terminating the services of the 2nd Party-workman. On the date of incident the 2nd Party-workman was following the cash jeep in an escort jeep. The 2nd party-workman instead of protecting the cash fled away from the spot in the escort jeep. When he reported after some time the miscreants had already looted the cash and the gun. The incident occurred only due to the security lapses and untimely action on the part of the 2nd Party-workman. The 2nd Party-workman at the time of looting the cash by the miscreant did not order the gunman to fire. He also did not direct the gunmen to load the cartridges, before starting the journey to face any eventuality. Before starting journey the 2nd Party-workman did not plan or brief or discuss with the other personnel how to face any eventuality en-route from Joda to Malda. No precautionary steps were also taken for chaining the cash box with the cash jeep. Further the 2nd Party-workman was not even in his uniform of Senior Inspector while he was on duty on 7-6-1999. He had also put false signature in the attendance book after the incident. The 1st Party-Management conducted a preliminary enquiry and after being satisfied that there was a clear security lapse, charge-sheet was issued to the 2nd Party-workman on 19-7-1999. The reply received from the 2nd Party-workman to the charge-sheet was not found satisfactory. Hence it was decided to conduct a domestic enquiry in respect of the charges framed against him. Shri S.S. Hota, Manager (Personnel) was appointed as Enquiry Officer. After taking evidence from both the sides the enquiry officer submitted his report holding the charges as proved. A copy of the enquiry report was supplied to the 2nd Party-workman directing to him to file his representation with 48 hours of the receipt of the letter. The 2nd Party-workman submitted his representation on 23-11-1999 which was found to be unsatisfactory.

Thereupon the General Manager of the 1st Party-Management looking to the gravity of the charges and the findings of the enquiry dispensed with his service on 4-1-2000. Thus the action of the 1st Party-Management in dismissing the 2nd Party-workman is legal, fair and proper. The allegations made by the 2nd Party-workman in this regard are false, baseless and are denied. There was no ambiguity either in the procedure of the enquiry or in the findings of the enquiry officer. The enquiry officer conducted enquiry in free and fair manner affording all reasonable opportunities to the 2nd Party-workman. In this view of the matter the present reference is not maintainable.

4. Following issues were framed on the basis of the pleadings :-

#### ISSUES

1. Whether the reference is maintainable?
2. Whether the domestic enquiry has been conducted fairly and properly?
3. Whether the dismissal of the workman Shri Shankar Prasad from service was justified after conducting the domestic enquiry ?
4. If not, to what relief the 2nd Party-workman is entitled to?
5. The 2nd Party-workman Shri Shankar Prasad examined himself as W.W.-1 and relied upon documents marked as exhibits-I to 18.
6. The 1st Party-Management examined M.W.-1 Shri S.C. Pradhan, M.W.-2 Shri S.S. Hota, M.W.-3 Shri Prasanna Kumar Sahu and M.W.-4 Shri Mahendra Prasad and relied upon documents marked as exhibits-A to G .

#### FINDINGS

##### ISSUE No.1

7. This issue regarding maintainability of the reference has been based on the pleadings of the 1st Party-Management that since the 2nd Party-workman having been terminated from service consequent upon domestic enquiry conducted strictly in accordance with the provisions of the certified standing order and no illegality having been committed by the 1st Party-Management in terminating the service of the 2nd Party-workman the reference cannot be maintained. The allegations involved factual aspect of the matter in dispute which can be decided either way after receiving evidence and its analytical appreciation by the adjudicating body. At the stepping stage of the case no objection can be raised against the maintainability of the reference as the plea is not based on any proposition of law. Therefore this issue should be rejected at the outset and is consequently decided against the 1st Party-Management. It is to be understood that once the service of an employee has been terminated he has no option but to take shelter of a competent law court.

**ISSUE No. 2**

8. It is an issue to be judged from the evidence on record as to whether the domestic enquiry conducted against the 2nd Party-workman was fair and proper ? Although much has been said regarding impropriety, unfairness of the domestic enquiry by the 2nd Party-workman, but nothing of the sort has been established through the evidence by the 2nd Party-workman. By the alleged negligence and several security lapses on the part of the 2nd Party-workman an amount of Rs. 4,51,550 was looted on 7-6-1999 by three miscreants while being taken for disbursement of wages to the employees of Malda Mn. Mines. A domestic enquiry was ordered after issuing a charge-sheet to the 2nd Party-workman on 19-7-1999 as per the provisions of the certified standing order of the Management-company and Shri S.S. Hota Manager, Personnel was appointed as the Enquiry Officer. Although allegation of partiality and bias have been raised by the 2nd Party-workman, but no material to substantiate them have been brought out and if the allegations on their face are taken to be true they do not go to show that any partiality towards the management has been shown by the Enquiry Officer and he had any biased approach towards the 2nd Party-workman. The question raised relating the date of appointment of Enquiry Officer and the officer who appointed the Enquiry Officer does not appear to be relevant and had any adverse effect on the conduct of the domestic enquiry. However, this query may be quelled on glancing at Ext.-A.

9. A point has also been raised regarding the incompetency of the Senior Manager (Mines) in issuing charge-sheet to the 2nd Party-workman and appointing enquiry officer and marshalling officer. In this connection my attention was drawn towards the statement of M.W.-3 Shri P.K. Sahu in which he has stated that "the General Manager is the appointing authority of the charge-sheeted employee so also the General Manager is the disciplinary authority of the charge-sheeted employee. The Chairman is the appellate authority of the General Manager". Therefore framing of charges against the 2nd Party-workman and making appointment of Enquiry Officer and Marshalling officer by the Senior Divisional Manager (Mines) is illegal, incompetent and without authority in absence of any proof in regard to the delegation of power in his favour to act as disciplinary authority.

10. In view of the statement of M.W.-3 as quoted above it cannot be denied that the General Manager of the 1st Party-Management is the appointing/disciplinary authority of the 2nd Party-workman and the Chairman is the appellate authority of the General Manager, but it has not been shown under which Rule of the certified standing order charge-sheet is required to be issued under the signature of the General Manager and the General Manager can only appoint enquiry officer and marshalling officer in

the case of domestic enquiry against the 2nd Party-workman. The photocopy of the certified standing order, on perusal, does not reveal that charge-sheet against an employee shall be signed by the appointing/disciplinary authority, i.e., in the case of the 2nd Party-workman by the General Manager and the enquiry officer and marshalling officer are required to be appointed by him. Section 35 of the certified standing order relates to punishment for 'misconduct' and provisions have been made thereunder for enquiry and infliction of punishment etc. for misconduct. The 2nd Party-workman could not show any law or rule under the certified standing order under which such formalities are to be performed by the appointing or disciplinary authority. It is a common practice that charges in the domestic enquiry are framed by the enquiry officer and if it is at all required, approval of the appointing/disciplinary authority may be taken. In the present case services of the 2nd Party-workman were dispensed with by the order of the General Manager who is the appointing and disciplinary authority of the 2nd Party-workman as is proved from Ext.-8 filed by the latter after consideration of charges framed against him, the enquiry proceedings and the enquiry report submitted by the enquiry officer finding the charge-sheeted employee guilty of gross negligence of work and dereliction of duty. There has not been filed any copy of the memo of appeal preferred by the 2nd Party-workman against his dismissal from service to the Appellate authority of the General Manager. Ext.-9 only shows that an application dated 24-3-2000 addressed to the General Manager (OMQ) was moved by the 2nd Party-workman for waiver of his dismissal order. His request was turned down through this letter marked as Ext.-9 under the signature of the Divisional Manager (A & P). Therefore the contention of the 2nd Party-workman raising the above objections cannot be accepted. The facts narrated above have not been denied by the 2nd Party-workman in his sworn affidavit filed in evidence as W.W.-1.

11. Objection has also been raised regarding examination of co-charge-sheeted employees in the domestic enquiry conducted against the 2nd Party-workman by the enquiry officer. In my view no illegality has been committed by the Enquiry Officer in examining the co-charge sheeted employees who were eye witnesses of the incident. Examining of marshalling officer is also not prohibited under any law and he can be a witness regarding his actions alone in discharge of his duties assigned to him as such officer in or in connection with the domestic enquiry. Although a point has been raised in his statement of claim by the 2nd Party-workman regarding non-supply of copies of the statement of the witnesses and proceedings of the enquiry but he has not whispered even a single word in this respect in his sworn affidavit filed in evidence as W.W.-1. Therefore it is concluded that the enquiry proceedings conducted by Shri S. S. Hota, Enquiry Officer were fair and proper and the principles of natural of

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justice have been adhered to in conducting the domestic enquiry. Issue No.2 is decided in the affirmative.

### ISSUE No. 3

12. In the domestic enquiry the 2nd Party-workman was charge-sheeted with the following charges:—

"That on 7-6-1999, during the course of your duty, you were deputed as the in-charge for escorting the cash vehicle for disbursement of salary/wages for the employees of Malda Mn. Mines, which had Rs. 4,51,550 in cash. As an in-charge of escorting, you should have planned, briefed and placed the gunmen etc. properly before commencement of your journey from Joda.

There were a number of security lapses and the whole escort was organized in a most casual way.

The above approach on your part resulted that at about 1.45 P.M. on the said day, on way to Malda Mn. Mines miscreants looted the cash. You were travelling in Jeep No. OR-04-A-1570 as escort.

You were not only in-effective during looting of the cash, but you also fled away from the spot deserting the vehicle and the cash. This resulted in the miscreants looting the cash and running away.

The above act on your part constitutes gross negligence of work and dereliction of duty, which is a "misconduct" as per the certified Standing Orders."

The enquiry officer after holding due enquiry collecting evidences and their appraisal came to the conclusion that the 2nd Party-workman (charge-sheeted employee) did not plan his journey, brief the personnel or even communicate with them and when the cash vehicle was accosted on the way by the miscreants, he deserted the men and material, which he was supposed to protect, and preferred to play safe by fleeing away rather than confront the miscreants who accosted and in fact shirked the responsibility. Hence charges levelled against him are proved beyond any reasonable doubt.

13. The incident which took place on the fateful day is not denied by the 2nd Party-workman. The chain of happenings does not differ much from which the Management has stated and what the 2nd Party-workman has tried to prove. Therefore what has taken place during the incident as a sequence of happenings is taken as proved. But it is to be seen as to whether the allegations regarding charges made against the 2nd party-workman constitute a 'misconduct' arising out of alleged negligence and dereliction of duty and he can be fastened with any liability for that. In the case of "Bongaigaon Refinery and Petrochemicals Limited and others -versus- Girish Chandra Sarma [(2007) 2 S.C. Cases (L & S) 638] it has been held that courts cannot sit as appellate authority over the domestic enquiry, but where the findings of the domestic enquiry

are found unsustainable the court can interfere. There it has to be judged as to whether the punishment awarded to the 2nd Party-workman is sustainable or disproportionate to the charges levelled against him. It is an admitted case of the parties that the 2nd Party-workman at the time of the incident was a Senior Inspector (security). On 7-6-1999 when he was on lunch break at his residence he was called by Shri P.K. Das, Junior Officer (security) to his residence and was asked to escort the cash vehicle going to Bichakundi and Malda Mines for disbursement of salary due to shortage of personnel. As he was asked to move immediately he could not put in official uniform and reached the office within two or three minutes. The paymasters Mr. N.K. Panda and Shri Bikas Shanyal, Time- Keeper Mr. Bikram Majhi, two gunman Mr. S.C. Pradhan and Bhago Purti along with one gunman of T.I.S. (security agency) and driver Nilambar Ghana with cash box sat in company's Jeep No. ORJ-7152 and the 2nd Party-workman with Havildar Mr. B.P. Yadav and driver sat in a private jeep No. OR 04-A-1570 and proceeded to Binchakundi and Malda Mines. The private jeep followed the cash jeep by maintaining close distance. At about 1.35 p.m. cash box and the armed guard meant for Bichakundi as well as the paymaster of the Bichakundi got down and the pay-master Shri Bikash Shanyal, Time Keeper Shri Vikram Mahji, two gunmen one of management Shri S.C. Pradhan and one of T.I.S. (security agency) Shri Chaturbhuj Behree with cash box remained in the cash jeep. The 2nd Party-workman along with Havildar Shri B.P. Yadav and driver remained in the escort jeep. The cash box was not chained to the vehicle. As per practice the paymaster and the driver were sitting in the front seat of the cash jeep and the cash box was kept in the back space of the cash jeep between two gunmen. On the way near Khanbondh Mines Pit Office the road was blocked by a wooden rolla lying on the road. Seeing this, the driver of the cash jeep put the speed of the vehicle a little slow and crossed the wooden rolla slowly. Suddenly three numbers of miscreants came and pointed the revolver on the head of the driver Shri Nilambar Ghana and asked him to stop the cash jeep. The pay master Shri Bikas Shanyal and Time- Keeper Shri Bikram Majhi managed to escape from the running jeep due to threat of their life. Out of fear the driver Mr. Nilamber Ghana also jumped from the jeep to escape. Here it is alleged by the 2nd party-workman that he immediately shouted from the jeep and asked Mr. S.C. Pradhan loudly to fire at the miscreants but he did not do so. The cash jeep fell down in a culvert and both Shri Pradhan and gunman of M/s. T.I.S. (security agency) were trapped inside the cash jeep. Thereafter one miscreant chased the paymaster and the Time-Keeper with bhujali to some distance towards Malda and two other miscreants rushed near the cash jeep. One of them pointed the revolver towards the security personnel and the other forcibly took the cash box and the gun of the gunman of M/s. T.I.S. (security agency). At that time the 2nd Party-workman was

following the cash jeep from a distance of 30 to 40 feet. He asked the driver of the escort jeep to stop the jeep but instead of stopping it the driver out of fear drove the jeep fastly. The Havildar Shri B.P. Yadav and the 2nd Party-workman again forced the driver to stop the jeep. Thereafter the jeep was stopped at a distance of about 100 yards from the place of incident. The 2nd Party-workman rushed to the spot but till then all the miscreants had looted the cash as well as the gun of the gunman of M/s. T.I.S. (security agency). The 2nd Party-workman and the Havildar Shri Yadav chased the miscreants and asked them to throw the cash box and gun otherwise they will not be spared. But the miscreants did not listen to their warning and pointed the revolver against them and ran inside the forest with cash box and gun. The 2nd Party-workman did not possess any fire-arm at that time. He immediately informed the matter to Hill-Top by V.H.F. and wanted immediate help for rescue of the injured persons, but due to non-availability of the vehicle no help can be provided. Then he brought the injured persons and others in the escort jeep and admitted the injured persons in the Joda hospital and thereafter went to inform the entire incident to his higher authorities and the police. Shri P.K. Das, Junior Officer (security) thereafter lodged an FIR at about 2.15 P.M. With the efforts of the police miscreants were arrested and cash looted was recovered being short of Rs. 3860.

14. The incident narrated above finds support from the copy of the FIR, Ext.-I lodged by Shri P.K. Das, Junior Officer (security) and the two fact finding reports, one dated 10.6.1999 by Shri Mahendra Prasad, Deputy Manager (security), Joda and the other dated 11-6-1999 by Shri P.K. Das, Junior Officer (security) attached with the enquiry proceedings. Therefore what happened on the date and time of the incident cannot be denied either by the Management or by the 2nd Party-workman.

15. The charges levelled against the 2nd Party-workman do not speak of non-wearing of uniform at the time of incident and putting wrong attendance on 7-6-1999. Therefore, it would be a wanton effort to go into these allegations and look into the evidence given in this regard.

16. With regard to the charges levelled against the 2nd Party-workman his contention is that there was no provision of chaining the cash box with the jeep, for making seating arrangement of security personnel and others and enumerating methodology for carrying the cash box. Ext.-2 filed by the 1st Party-Management in the domestic enquiry attached with the proceedings of the domestic enquiry relates to subsequent instruction with regard to escorting the cash and security arrangements. These two documents are dated 12-7-1999 and 5-7-1999 respectively and had been issued after the date of the incident. No other document with regard to guidelines or directions of escorting of cash and security arrangements has been filed by the Management which only shows that these guidelines and

instructions were issued after the incident and were not in existence at the relevant time. That means there were no specific guidelines for escorting the cash, planning, briefing and sitting arrangement of the gunmen. There were also no provisions for checking of guns, loading of cartridge by the security personnel and giving firing order to the gunmen and the procedure of communication between the cash jeep and escort jeep. It is also a glaring fact that no fire arm was provided to the 2nd Party-workman by the Management. It has been stated by the 2nd Party-workman in his evidence that he had no gun license and also did not possess any fire-arm with him. It is beyond imagination that a senior Security Officer can safeguard the person and property of himself and others without having any fire-arm and check the miscreants from their misdeeds like looting the cash and inflicting injuries on the persons, who have been entrusted with the work of security and safety of the cash box. However it is desired from the Security Officer, of course, of the senior rank who was entrusted with the duty of safety and security of the cash box that he should have made the sitting arrangement in such a way that the gunmen accompanying the cash jeep may have proper and effective watch over the security and safety of the cash box and the miscreants could not have an easy approach to it and take it away from their security and safeguard. The cash box should have also been chained with the cash jeep, but it was the primary duty of the paymaster and the paymaster had forgotten it. The Senior Security Inspector i.e. the 2nd Party-workman should have ensured that the cash box had been chained with the cash jeep. In case the chain was not available proper arrangement should have been made by the 1st Party-Management to make it available. It has also been stated that the guns being carried by the gunmen were not loaded at the time of the incident and no instructions were given by the Senior Security Inspector to them while starting for the destination. It was the duty of the Security Inspector to check whether the guns were loaded or not by the gunmen, but that was not done and when the cash box was looted by the miscreants the guns were found unloaded. The fault cannot be only found with the 2nd Party-workman, but also with the gunmen as they were well aware of their going for security and safety of the cash box. Because of this negligence the gunmen could not take timely action and deter the miscreants from looting the cash box and gun.

17. Another charge on the 2nd party-workman is that he did not ask the driver of the escort jeep to stop the jeep and allowed him to drove the jeep fastly and thus fled away from the spot of the incident instead of protecting the cash from being looted by the miscreants. But from the evidence on record it is established that the driver of the escort jeep himself drove away the jeep from the place of incident to save his life from the miscreants. He on being forced by the 2nd Party-workman stopped the jeep at a distance of about 100 yards from the place of incident and

on stopping the jeep the 2nd Party-workman rushed to the spot, but till then the miscreants had run away with the cash box and gun. The miscreants were chased, but they could not be caught. It shows that the 2nd Party-workman was not at fault at all in his attempt to chase the miscreants while taking away the cash box and gun and he had not fled away from the place of occurrence to save his life. But it was the driver of the escort jeep who had not stopped the jeep at the place of occurrence even after being asked to stop.

18. It is strange that besides the 2nd Party-workman the driver of the escort jeep, pay-master and armed guards were also charge-sheeted by the Management for their lapses in this incident, but no punishment was awarded to any of these persons except the 2nd Party-workman and that too with the dismissal of service. In the case of "Tata Engineering & Locomotive Co. Ltd. versus Jitendra Prasad Singh and another [2002 S.C.C. (L & S) 909] the Hon'ble Supreme Court has held that "where three workmen, on almost identical charges, found guilty of misconduct in connection with the same incident - One of them punished with one month's suspension and another reinstated pursuant to court's order—In such circumstances, notwithstanding that they were found guilty in separate proceedings, singling out the third one for punishment of dismissal rightly held by High Court as amounting to denial of justice".

19. In the present case it has been admitted by M. W-3 Shri Prasanna Kumar Sahu, Marshalling officer that "I cannot say whether any other charge-sheeted employees connected with the incident were punished. There were separate enquiry for separate charge-sheeted employees". M.W.-1 Shri S.C. Pradhan, who was the armed guard in the cash jeep on the date and time of the incident has stated in his evidence that "departmental enquiry was initiated against me, basing on the charge-sheet. Hota Sir was the enquiry officer ..... I was only suspended for one month, but no punishment was inflicted against me. After suspension for one month I reinstated back in service and till today I am working in the Management". He was also produced as a witness by the 1st Party-Management in the enquiry against the 2nd party-workman. He has admitted this fact by stating that "During my evidence was adduced as management witness I was designated as Senior Armed Guard in the departmental enquiry initiated against the delinquent workman". All this shows that the 2nd Party-workman was made a scape-goat while other persons of the cash and escort jeep present at the time of the incident were all equally responsible for the same lapses. M.W.-1 Shri S.C. Pradhan while deposing has stated that "even if I saw the miscreant I would have not fire the miscreants..... I never raised any alarm voice apprehending some danger". Making a charge-sheeted employee a witness against the 2nd Party-workman in the domestic enquiry of the same incident and raising his designation

from an armed guard to Senior Armed Guard is not only unfair but also an effort to cast undue influence and allurement on him to give evidence against the 2nd Party-workman at the instance of the management.

20. In all these circumstances the punishment of dismissal from service awarded to the 2nd party-workman cannot be justified on the grounds of arbitrariness, unfairness, discrimination and being disproportionate to the charges framed and cannot be upheld in law. This issue is accordingly decided against the 1st Party-Management.

#### ISSUE NO. 4

21. From the above discussions and the conclusions arrived at, the dismissal order of the 2nd Party-workman deserves to be set aside and he is declared entitled to be reinstated in service with back wages. As he was found somewhat negligent in making proper sitting arrangements of the security personnel i.e. the gunmen in the cash jeep and properly arranging the things and giving due instructions regarding proper security and safety of the cash box and for loading their gun at the start of the journey and failing to check as to whether their gun were loaded or not his three increments are to be withheld permanently. Accordingly the punishment awarded to the 2nd Party-workman is replaced from dismissal from service to withholding of three increments permanently.

22. The 1st Party-Management is directed to reinstate the 2nd Party-workman within three months from the date of publication of this award and pay back wages with other service benefits while withholding three increments permanently.

23. Reference is answered accordingly.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 7 नवम्बर, 2012

**का. आ. 3517.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (आई डी संख्या 64/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-11-2012 को प्राप्त हुआ था।

[सं. एल-20012/298/2002-आई आर (सी-1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 7th November, 2012

**S. O. 3517.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/2003) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL

and their workman, which was received by the Central Government on 6-11-2012.

[No. L-20012/298/2002-IR (C-I)]

AJEET KUMAR, Section Officer

#### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD.

#### PRESENT:

SHRI KISHORI RAM, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 64 of 2003.

**Parties:** Employer in relation to the management of Sarubera Colliery of M/s. CCL, Kuju Area.

#### Appearances :

On behalf of the workman : Mr. R.R. Ram, Ld. Adv.

On behalf of the employer : Mr. D. K. Verma, Ld. Adv.

State : Jharkhand Industry: Coal

Dated, Dhanbad, the 24th September 12

#### AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/298/2002-IR (C-I) dated 16-7-2003.

#### SCHEDULE

"Whether the action of the management of Sarubera Colliery of M/s. C.C. Ltd., Kuju Area in not giving employment to Sri Rajeshwar Turi, son of Late Bijli Turi is justified? If not, to what relief is the said dependent of the workman entitled?"

2. The case of the sponsoring union in brief is that Late Bijli Turi, the father of applicant, Rajeshwar Turi unblemishedly served as a permanent Switchman for a long time under the Project Officer, Sarubera Colliery, Kuju Area, CCL, Hazaribagh. He unfortunately died of the electric current in course of the duty on 15-4-2000. At the agitation of the colliery workers for unremoval of his corpse the Management of the Colliery assured of providing employment to the petitioner within 3 days as well as other benefits. After the failure in implementation of the assurance, the W.P. (S) No. 362/02 filed by the applicant before the Hon'ble High Court was dismissed as withdrawn with observation to approach the appropriate authority for the implementation of the Agreement, Agreements N.C.W.A. 9-3-2-; hence the reference arose. Earlier the petitioner's mother Sumitra Devi W/o the deceased worker

had applied to the Director, Darbhanga House, Ranchi on 15-4-2000 for its implementation in order to employ the petitioner on 15-12-2000, but in vain. A discussion was held between the Management and the Union in pursuant to the repeated requests of the Union in that regard. Though the Union was issued a letter dated 16-8-2001 by the Project Officer concerned to enquire into the decision on 20-8-2001 from Head Quarter due to "Dharna" ('Anshan') of Sumitra Devi and Rajeshwar Turi which was broken on 13-8-2001 as intimated by the letter dated 2-8-2001.

3. Further the case of the Union is that the applicant got a letter dated 31-3-2001 from the staff officer of Kuju Area to the Project Officer concerning not to provide a employment as one of the family dependant members of deceased worker was working in CCL, though Smt. Sumitra Devi submitted a letter dated 3-8-2001 to the Project Officer concerned that in a similar case, Fago Munda and Sainika Munda both the brothers and Budhan and Jauswar Mahato were provided employment by the said employer, the applicant's application was rejected as per letter dated 13-6-2002 of the Management on the ground that petitioner Dipeshwar Turi was already given employment under female V.R.S. of Smt. Sumitra Devi, wife of Late Bijli Turi and mother of Dinesh and Rajeshwar (applicant).

Whereas there is the scheme for compassionate appointment for Die-in-harness still operative in three nature of case: priority case, employment of dependant of an employed who died in harness. Sri Dipeshwar Turi has been living separately as per the Panchnama dated 19-10-1999. His income cannot be tagged with that of the applicant. Even the Management did not care for the latters dated 3-1-2001 and 26-8-2001 of M.P. Karla Munda and the State Minister Jaleshwar Mahato in this regard.

4. Whereas categorically denying the aforesaid allegation, the case of the management is that the Union has no locus standi to raise the industrial dispute for the petitioner, who is not a workman u/s 2(s) of the I.D. Act, 1947. The main object of a compassionate employment is to give financial relief to the family member of the deceased employee who is in distress because of the sudden demise of sole bread earner. When one of the family member is already in the employment of the Company, the second dependant of the deceased employee is not entitled to employment under compassionate appointment. It is in admissible to second dependant for much employment in C.C.L.

The management in its rejoinder has further pleaded that never an assurance was given by the management to the members of the bereft family members of late workman. In case of the existence of elder brother of Dipeshwar Turi already in the employment of CCL; no question of providing double employment arises under the compassionate ground.

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### Finding with Reasoning

5. In this case WW1 Rajeshwar Turi, the petitioner himself for the Minor but no witness has been examined by the Management despite ample opportunity for it.

According to the statement of petitioner Rajeshwar Turi (WW1), after the death of his father Late workman Bijli Turi, a Switchman at Saru bera Colliery on 15-4-2000, he applied for employment in place of his deceased father, but the management as per its latter dated 31-8-2001 (Ext. W.1) has refused to provide him an employment on the ground of the double employment, as one of the family members is in employment of the CCL, though the management as per its latter dated 16-4-2008 (Ext. W.2) has cleared the pending cases of double employment. The petitioner in his cross examination has admitted that his elder brother Dipeshwar Turi is working on the V.R.S. of his mother Sumitra Devi as Wagon Loader in the same colliery, and that in fact the management had no rule to provide double employment at the time of his father. It is also the admission of the petitioner (WW1) that much before the aforesaid circular (Ext. W.2), the Management had instructed him for no employment for second dependant. Though he denies the enforcement of the said circular w.e.f. 1-4-2007 he cites an example of one Ganesh Mahato having the case of year 2000 for double employment was given employment according to the circular. But such case of Ganesh Mahato being unpleaded is legally inadmissible.

6. Mr. R.R. Ram, the learned Advocate for the Union concerned/the petitioner has to mainly submit as per his written argument that the CCL Management has offered employment to Chamu Mahato and Sona Karmali in their quite old cases pending since 2000 in the same area as per letters dated 13-6-2010 and 2-6-2010, so the petitioner is entitled to employment under clause 9; 2; 3; of N.C.W.A.-6 because his elder brother Dipeshwar Turi has been living with his family separately unconcerned with the petitioner. Unfortunately the alleged employment to aforesaid Chamu and Sona based on the Management's letter dated 16-4-2008 (Ext. W.2) is unpleaded and unproved.

Whereas Mr. D.K. Verma, the learned Advocate for the management contends that a compassionate appointment is provided under Article 14 and 16 of Indian Constitution, if there is harshness of penury; but in the present reference, such employment of Dipeshwar Turi, the elder brother of the petitioner, already in the same area of the Colliery concerned and the aforesaid Circular dated 16-4-2008 (Ext. W.2) of double employment for such cases with seniority w.e.f. 1-4-2007 is not applicable to the present case, which is related to the year 2000.

Having heard both learned Counsels for both the parties, and on the consideration of the materials brought on the record, I find that the NCWA VI under clause 9-3-2002 provides nowhere for double employment to the second dependant of the deceased workman harness. So

far the aforesaid Circular (Ext. W.2) is concerned, it is in applicable to the present reference, because its retrospectiveness stands for the cases from 1-4-2007 on seniority basis, but the claim of the petitioner for his employment as the second son of the deceased workman relates to the year 2000. Nothing has been brought to proof of double employment of any body's case of the year 2000 on the record.

Therefore in response to the reference, it is hereby awarded that the action of the management of Sarubera Colliery of M/s. C.C.L., Kuju Area in not giving employment to Sri Rajeshwar Turi son of Late Bijli Turi is quite justified. The petitioner is not entitled to any relief.

KISHORI RAM, Presiding Officer

नई दिल्ली, 7 नवम्बर, 2012

**का. आ. 3518.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दामोदर वैली कार्पोरेशन के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट (आई डी संख्या 75/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-11-2012 को प्राप्त हुआ था।**

[सं. एल-20012/115/1997-आई आर (सी-1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 7th November, 2012

**S. O. 3518.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 75/1998) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Damodar Valley Corporation and their workman, which was received by the Central Government on 6-11-2012.**

[No. L-20012/115/1997-IR (C-I)]

AJEEIT KUMAR, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2)

#### AT DHANBAD.

#### PRESENT:

SHRI KISHORI RAM, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947

**REFERENCE NO. 75 OF 1998.**

**PARTIES:** Employer in relation to the management of Bermo Mines of Damodar Valley Corporation and their Workman.

**APPEARANCES:**

On behalf of the workman: Mr. D.N. Mahato, Rep. of the  
workman

On behalf of the management: Mr. Somnath Choudhary  
Ld. Adv.

State: Jharkhand Industry: Mines

Dated, Dhanbad, the 27th Sept., 2012

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-20012/115/97-IR(C-I) dt. 17-3-1998.

**SCHEDULE**

"Whether the action of the management of Bermo mines of Damodar Valley Corporation P.O. Bermo, Distt. Bokaro in not allowing Sri Indra Deo Mahato to join his duties in his original job w.e.f. 12-7-95 is justified? If not, to what relief the workman is entitled?"

2. The case of the sponsoring union for workman Indra Deo Mahato is that in course of his working as U.S.H in Cat. II at Bermo Mines of Damodar Valley corporation (D.V.C.), he had taken permission from the management for conditional resignation on 12-1-1995 to contest the Bihar Vidhan Sabha Election that in case of his unsuccess therein, he would continue on his original post in employment under the D.V.C. The management silently accepted his conditional resignation w.e.f. 15-1-1995 as per its office order No. CM-L. W.O.-590 dt. 18-1-1995 without any notice of it to him so far. The workman reported for joining before expiry of notice period. But the action of the management in remaining the workman from his service without any chargesheet and proper departmental enquiry is a major punishment. The management should not deal with the workman arbitrary and differential as the reinstatement of Toppo, Engineer in C.T.P.S. and Sri Shardhanand Pandey, Asstt. Controller in B.T.P.S. in D.V.C. were effected by the management as per the letter No. 959 dt. 10-4-1995.

3. Further case of the Union is that premature acceptance of the conditional resignation of the workman by the management amounts to his termination from his service simplification. There can be a conditional resignation from service, as prior to acceptance of the resignation, intention to resign should be complete and unequivocal but the case of the workman was entirely conditional. It is alleged that the management has victimised him by terminating his service, because he is the General Secretary, Bokaro District Unit of the Union always fighting for the interest of workers. He also represented to the management for this reinstatement in services. At last the industrial

dispute raised by the union ended in failure, resulting in the reference. The action of the management is violation to the articles 14, 16, 21 of the Constitution of India, workman is entitled to his reinstatement in his original job w.e.f. 12-7-1995 with full back wages and other benefits.

4. In its rejoinder with categorical denials the Union pleaded that the management accepted the resignation after accepting its condition made therein, the resignation of the workman was conditional, on the non-fulfillment of which the workman sought for his reinstatement the management is bound to do, treating idleness for the period as done in the case of Sri Toppo and Sri Shardhanand Pandey the Engineer and the Asstt. Controller. The action of the management is violative of the said Articles of the Indian Constitution read with para 12 of the Certified Standing Orders of D.V.C. The management adopted discriminatory policy, and an unfair labour practice of favouritism as under the 5th Sch. to the I.D. Act, 1947.

5. Whereas the contra pleaded case of the management with specific denials is that the industrial dispute is unmaintainable, as Sri Indra Deo Mahato was not a workman of the management while raising it, because he had already resigned from his service, contested the election for the membership of Bihar Assembly which he lost in 1995. He had been working as a U.S.M. Cat. II in C.V.C. Bermo Mines since his appointment on 25-2-1975. Sri Mahato tendered his resignation on 12-1-1995 which was accepted unconditionally w.e.f. 15-1-95. The decision of the D.V.C. Management was communicated to him very clearly as per letter dt. 18-1-1995. Any condition for revocation of his resignation on his loss in the election was unacceptable for the management, as there was no provision for reinstatement of an employee who resigned, contested an Assembly Election, and defeated Once the resignation is tendered and it is accepted thereafter the tender or (Sri Mahato) cannot have an option, rather it becomes final and amounts to a termination of the relationship of employer and workman. He had received the office order dt. 18-1-95 without any protest and contested the election at his own risk. So the action of the management in not allowing him to join his duty on original job was justified. Sri Indra Deo Mahato cannot be allowed to game with the offer of resignation. The management never ordered him to contest the Bihar Assembly Election, as it was his option for the election knowing fully well that the management has not given him any commitment to reinstate or re-employ him in the event of losing the aforesaid Election. His loss at the election does not give him any right for his reinstatement or re-employment in D.V.C. Sri Mahato was more interested in politics rather than his service.

6. In its rejoinder, the management has stated that after resignation the question of continuation of service of Sri Mahato does not arise. There was notice period as alleged just as the proceeding for an enquiry of punishment

was redundant. The workman has confused "reappointment" with "reinstatement". Subject to existence of vacancy and suitability of a candidate etc. a fresh appointment is made strictly as per the rules and procedure of fresh recruitment. The management never adopted any unfair labour practice or any victimisation. No standing order is applicable to a person who resigned from the services of the D.V.C. Neither the resignation is contingent nor its acceptance is a wager contract.

#### FINDING WITH REASONS

7. In this case WWI Durga Pd., WW2 Indra Deo Mahato, the workman himself for the Union, and MWI Subir Ranjan Manjhi, the Coal Supdt./Agent of D.V.C., Bermo Mines for the management have been examined.

MWI Durga Pd. has proved the letter of the ALC (C), Hazaribagh to the Director, D.V.C. as Ext. W.I, ignorant of its contents. This letter related to the claim of the Union for the claim of the workman in the I.D. raised before the A.L.C. (C) concerned.

According to the WW2 Indra Deo Mahto, the workman himself, while he (WWI) was posted in Cat. II at Bermo Mines of D.V.C. in January, 1995, he had submitted his conditional resignation as per his application (Ext. W.2) to the management contingent on his loss at the Bermo Assembly Election, he would be allowed to join his duty. He contested the Assembly Election, but he lost it. The management had not issued him any notice of the acceptance of his resignation, and on 12-7-1995 when he went to the place of work to resume his duty as per his application (Ext. W.3), the management disallowed him to join his duty. Having seen the office order dt. 18-1-1995 (marked X for identification), the workman accepted to have known of the acceptance of his resignation/termination by the management just two days prior to his representation dt. 12-7-1995 (Ext. W.3). He flatly refused to accept his knowledge of his termination just after the letter dt. 18-1-95 having been issued to him by the management.

8. Whereas MWI Subir Ranjan Manjhi, the then Asstt. mines manager now the Coal Supdt. /Agent of the D.V.C., Bermo Mines has affirmed that as per the office order dt. 18-1-1995 of M.S.K. Choudhary, the Coal Supdt./Agent, DVC, Bermo Colliery (Ext. M.1), the termination Authority, the resignation of workman Indra Deo Mahato was accepted, and his service was terminated w.e.f. 15-1-1995; there is no provision for conditional acceptance of resignation of any employee. The witness (MWI) has admitted that the consent of the H.Qr. is sought prior to the acceptance of the workmen's resignation by the Agent. He also expressed his ignorance if the office record has the receipt of the acceptance letter of the management. He (MWI) has denied that no letter of acceptance was issued to the workman in respect of his resignation, and that it was informed by the management to him when he had gone to resume his duty on 12-7-1995.

9. Mr. D.N. Mahato the concerned Senior Advocate for the workman submits that since the workman's conditional resignation as per application (dt. 12-1-95 Ext. W.2) for permission to contest the State Legislative Assembly Election was allowed by the Management on the condition to resume his duty in case of his loss at it, he submitted his application (Ext. W.3) for resumption of his duty, but the management illegally disallowed him to do so. Further submitted on behalf of the workman that in the case there was no acceptance of his resignation by the competent authority, if it was so, there was no communication of it to him; as the workman is entitled to resumption of his duty with consequential benefit w.e.f. 12-7-1995.

In response to it, the contention of Mr. Somnath Choudhary, Learned Counsel for the management is that the petitioner had voluntarily rendered his conditional resignation, but the management unconditionally accepted his voluntary resignation and legally terminated his service, w.e.f., 15-1-1995; so he is not entitled to reinstatement in his service etc.

10. On the consideration of the materials brought by both the parties on the case record, I find the following facts:

- (i) Irrespective of indulgence in whether the petitioner's choice for nomination for Bermo Legislative Assembly constituency No. 278 or for Bihar Legislative Assembly Bihar, Patna No. 270 in the year 1995 as stated his applications (Ext. W.2 and W.3) respectively, it is pertinent to note that the resignation letter of the petitioner tendered on 12-1-1995 (Ext. W.1) voluntarily on the ground of nomination for Election in Bihar Legislative Assembly 1995 was accepted from 15th January, 1995, and hence his service was terminated, and he was released from D.V.C., Bermo Mines w.e.f. 15-1-1995 as per the admitted office order dt. 18-1-1995 (Ext. M.1), which also refers to the fact:

"Notice period required under the standing order waived, along with the order for the payment of his gratuity and other due, if any, to him as per rule on production or 'No demand certificate' by him.

This unequivocal acceptance of the petitioner's voluntarily resignation was effected by the Coal Supdt. and Agent concerned, D.V.C., Bermo Colliery, who was the competent authority to terminate his service. This was not the conditional acceptance of the petitioner's alleged conditional resignation by the management. The certified Standing Order of the D.V.C., Bermo Colliery does not provide for such conditional resignation or its conditional acceptance.

(ii) It is the admission of the workman that he had fought the Bihar State Legislative Election in the year 1995, but he lost it. It stands clear from his conduct that his voluntary resignation from his service as accepted by the management was pre-requisite to his nomination for the said Election; as also is evident about the unequivocal acceptance of his aforesaid resignation by the management w.e.f. 15-1-1995 as per the office order dt. 18-1-1995 of the management (Ext. M.I) to the knowledge of the workman.

11. So far the notice required under the Certified Order of the D.V.C. mines is concerned, waiving of the notice of his alleged termination was just to end his service consequent upon the management's unconditional acceptance of his voluntarily resignation from his service for the Election concerned. It was the termination of his service simpliciter.

Section 2(oo) of the Industrial Dispute Act, 1947 under:

"retrenchment" means the termination by the employee of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include:

(a) voluntary retirement of the workman; or....."

The plea of the Learned Counsel for the workman about a notice as required under the Certified order of the D.V.C. Mines in the aforesaid findings stands untenable. Therefore, the reference is responded as such:

"the action of the management of Bermó Mines of the Damodar Valley Corporation, PO : Bermo, Distt. : Bokaro in not allowing Sri Indra Deo Mahto to join his duty in his original job, w.e.f. 12-7-1995 is quite legally justified. The workman is not entitled to any relief except the gratuity etc., as stated in the office order of the management dt. 18-1-1995."

KISHORI RAM, Presiding Officer

नई दिल्ली, 7 नवम्बर, 2012

का. आ. 3519.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय नं. 2, धनबाद के पंचाट (आई डी संख्या 82/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-11-2012 को प्राप्त हुआ था।

[सं. एल-20012/88/2002-आई आर (सी-1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 7th November, 2012

**S.O. 3519.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 82/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workman, which was received by the Central Government on 6-11-2012.

[No. L-20012/88/2002-IR(C-I)]

AJEET KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2) AT DHANBAD

PRESENT : SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section  
10(1)(d) of the I.D. Act., 1947

#### REFERENCE NO. 82 of 2002

**PARTIES :** Employer in relation to the management of Govindpur Project of M/s. CCL and their Workman.

#### APPEARANCES :

On behalf of the workman: Mr. N.G. Arun, Rep. of workman

On behalf of the employer: Mr. D.K. Verma, Ld. Adv.

State : Jharkhand Industry : Coal

Dated, Dhanbad the 10th Sept., 2012

#### AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/88/2002-IR (C-I) dt. 07-10-2002.

#### SCHEDULE

"Whether the action of the management of CCL, Govindpur Project in not referring Sri Hazari Thakur to Apex Medical Board/age Assessment Committee for determining his date of birth is just and fair? If not, to what relief is the concerned workman entitled ?"

2. The case of the sponsoring union is that workman Hazari Thakur was initially appointed at Gore Meghatile Project, Rajhara which was one of the Units of the Central Coalfields Ltd. At the time of his appointment, his date of birth (DoB) was recorded as 15-12-1953 in the statutory documents as also noted in the Blaster Certificate of Competency granted by the D.G.M.S. and in his School Leaving Certificate, Service Excerpt in the year 1987 also issued to the workman for an objection to wrong entry of

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Date of Birth also recorded his aforesaid Date of Birth, for which he had also requested the Management to record his Date of Birth as per his Certificate. But the Management neither accepted it nor referred him to the Medical Board for determination of his age. Even the failure for adamant attitude of the Management in the conciliation proceeding in the Industrial Dispute raised before the A.L.C. (C), Hazaribagh, resulted in the reference for adjudication. The action of the management in not referring the workman to Apex Medical Board/Age Assessment Committee for determination of his Date of Birth was illegal, arbitrary and unjustified.

Not any rejoinder to the written statement of the management filed in behalf of the Union.

3. Whereas with specific denials, the case of the management is that the workman was appointed in the year 1975 at Gore Meghatile Project, Rajhara Group, Daltanganj where his service sheet opened under his signature which mentioned his date of birth as 18-03-1948. The workman on his transfer joined at Govindpur Project on 20-08-1992, since then he has been working there. But the workman raised the Industrial Dispute through United Coal Workers Union on 4-7-2001 for correcting of his date of birth after lapse of 26 years. He has never raised any objection in respect of his date of birth (DoB) at the time of his appointment before the Gore Meghatile Project in 1975. The Govindpur Project is maintaining the same service of the workman as opened at the former aforesaid Project. So the demand of the workman for referring him to Apex Medical Board for assessment of his age is neither legal nor justified.

4. Further case of the Management as stated in its rejoinder is that the workman has not produced all above certificates at the time of his appointment.

#### FINDING WITH REASONING

5. In this case, WWI Hazari Thakur the workman himself for the Union and MWI Rajib Kumar, the Sr. Personnel Officer for the Management have been examined.

In this case, according to workman Hazari Thakur (WWI) his Date of Birth here in after referred to as (D.O.B.) was recorded as 15-12-1952 in his service excerpt (Ext. W.2) he has got in the year 1987 for an objection. He objected to it of the correction of his aforesaid date of birth as 15-12-1953 as per the photocopy of his transfer certificate from Nabinagar High School (Marked X for identification) as also noted in his Blaster Certificate from D.G.M.S. (Ext. W.1). But as soon as in 1992, he know of his age having been entered as 1948 in the wageslip, he had been time to time informing of it to the management through his four letters (carbon copies as Ext. 4 series). Despite it, no relief was given to him, hence the industrial dispute raised before the conciliation office at Hazaribagh (its copy Ext. W.5). His firstly appointment on 18-3-1975 in Rajhara Gore

Magnetite Project where his service book was opened, his transfer to Govindpur Project took place in the year 1992, putting his signature on the Form B Register (Certified copy as Ext. M.1) but voluntarily stated it as blank and giving his own photograph as asked for are admissions of the workman He (workman. WWI) denied to have put his signature on the Form B Register where in his date of birth recorded as 18-3-1948.

6. On the other hand, the statement of MWI Rajib Kumar, the Sr. P.O. is that while the work of Govindpur Project and Swang Colliery was under his look after, Hazari Thakur (the workman) had joined at Govindpur Project on his transfer from Gore Magnetite Project, Rajhara; his (workman) Form B (the Certified Copy as Ext. M.1) was opened which bears his date of birth as 18-3-1948. Proving the photocopy of his service book duly attested by the Management witness (MWI) as (Ext. M.2) mentions the age of the workman 27 years as on 18-3-1975, accordingly his Date of Birth is recorded in the Form B Register (Ext. M. 1). The witness (MWI) has affirmed that no Form B Register of the Magnetite Project, Palamu Distt. has been filed by him, but the Form B Register (Ext. M. 1) of the Govindpur Project of Kathara Area bears the name of the workman having been entered on 20-02-1992, and that Service Book of the workman (Ext. M.2) bears the date of its preparation. The witness firmly denied the fact of the workman's retirement on 18-3-2008 as wrong in place of 15-12-12 as per in his blaster and statutory certificates.

7. The plea of Mr. N.G. Arun, the Union Rep. for the petitioner, as stated in his handwritten argument in that as per decision of Hon'ble Allahabad High Court in the case of Viskambar Singh Vs. Corporation Cove Development Union Ltd., Bijnor, 1999 Lab. IC 2286 (Relied on Burlic Standard & Co. Vs. Dinabandhu Mazumdar AIR, 1995 SC 1499) correction for Date of Birth cannot be entertained at the fag end of one's career. The date of birth declared at the time of joining the service shall not be treated as correct date of birth (para 14). The fact of the ruling is that the employee concerned was to retire on 31-1-1999 according to his date of birth as 20-1-1941 as per the Service Book, but he represented before the department for his retirement as per his date of birth 20-01-1943 as noted in his High School Certificate. But this ruling stands contrary to the argument of the Union Representative because of the fact he has insisted upon the implementation Instruction (common known as I.I.) No. 78 (A)(ii) which reads as under :

#### Heading “Non matriculate but educated”

“In the case of appointee who have pursued studies in a recognised education institutions, the date of birth recorded in the School Leaving Certificate, shall be treated as correct date of birth, and the same will not be altered under any circumstances.”

In view of the admissions of the petitioner (WWI) about his date of appointment on 18-3-1975 and his transfer to Govindpur Project on 20-7-1992 from Gore Megnatite Project, where his service book was opened, and he put signature as Form B Register (Ext. M.I). But he did not file his School Leaving Certificate (S.L.C) dt. 22-12-1967 (Ext. W.3) while being appointed in 1975. There is no pleading whether he had filed his S.L.C at the time of his appointment or thereafter, as there was lapse of 11 years from the year 1987 in which his Service Excerpt (Ext.2) was deliberately prepared with his dateless claim for date of birth as 15-12-1953, as his Certificate is questionable. He began to file objection petitions from 21-8-1998 to 24-03-2001 (Ext. W.4 series) about his date of birth as 18-03-1948 wrongly recorded in his payment slip. So far as date of birth 15-12-1953 as noted in the Blaster's Certificate of Competency (Ext. W.1) is inadmissible, because it was prepared by the DGMS on the basis of such information of the workman, and it is not a basic statutory record.

8. Further submission of Mr. Arun, the Union Rep. is based on the case of Mohd. Ankus Ali Vs. the Distt. Collector, Wrangal, 2002 Lab IC 1157, is that the date of Birth of an employee could not be altered by the Government, even if they have committed a mistake earlier without granting an opportunity of being heard. The fact of the ruling was that the original date of birth of petitioner was recorded by a mistake as the Respondent admitted whereas the present reference under adjudication relates to not so.

9. On the other side, Mr. D.K. Verma, the Learned Advocate for the management contends that the workman has not made out his case of his date of birth wrongly recorded in the statutory Register, as his date of birth as 18-3-1948 recorded in his Form 'B' Register (Ext. M.1) under his signature (with his passport size photo duly attested by the Project manager, Rajhara Colliery, CCL and his service sheet (Ext. M.2) was opened at the time of his appointment at Gore Megnatite Project, Daltanganj District: Palamu whence on his transfer, the management of Govindpur Area received his aforesaid service sheet bearing his age 27 years as on 18-3-1975, there is no variation in his date of birth as per his age, according to which he rightly retired on 18-3-2008 at his 60 years of age. According to Mr. Verma, the Learned Counsel for the Management, the applicability of the Implementation Instruction No. 76 (B)(ii) comes only to very glaring and apparent wrong entry brought to the notice of the Management, and then the Management takes appropriate action for correction through Determination Committee/Medical Board. Mr. Verma, the Learned Advocate for the Management convinced that the Gore Magnetite Project previously in the BCCL, which later on merged with C.C.L., and in view of the aforesaid facts none of the aforesaid Authorities holds good with the present case.

10. On the consideration of the aforesaid material of both parties on the case record, I find there neither was nor is any discrepancy in the statutory Records (Ext. M.1 and 2) as to the date of birth of the workman, who has raised it at the fag end of his service, so it is a highly belated case and devoid of any merits. Hence the reference is awarded as such:

The action of the management of C.C.L., Govindpur Project in not referring Sri Hazari Thakur to Apex Medical Board/Age Assessment Committee for determining his date of birth is quite just and fair, so he is not entitled to any relief.

KISHORI RAM, Presiding Officer

नई दिल्ली, 7 नवम्बर, 2012

**का.आ. 3520.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार सी सी एल के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, धनबाद के पंचाट (आई डी संख्या 47/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-11-2012 को प्राप्त हुआ था।**

[सं. एल-20012/23/2004-आई आर (सी-1)]

अजीत कुमार, अनुभाग अधिकारी

New Delhi, the 7th November, 2012

**S. O. 3520.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2004) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workman, which was received by the Central Government on 6-11-2012.**

[No. L-20012/23/2004-IR(C-I)]

AJEET KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

In the matter of a reference under Section 10(1) (d) (2A) of the Industrial Disputes Act, 1947

Reference No. 47 of 2004

Parties : Employer in relation to the management of S.D.Q.III Colliery of M/s. C.C.L.,

And

Their workman

Present : Shri Ranjan Kumar Saran, Presiding Officer

**Appearances:**

For the Management : Sri D.K. Verma, Advocate

For the Union : Sri S.C. Gaur, Advocate

State : Jharkhand. Industry : Coal

Dated : 29-10-2012

**AWARD**

By order No. L-20012/23/2004-JR (C-I) dated 8-6-2004 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-Section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

**SCHEDULE**

“Whether the action of the management of S.D.Q.III Colliery of M/s. C.C. Ltd not to give employment under FVRS to the dependent son of Smt. Chandwa Kamin is legal and justified? If not, to what relief is the said dependent of the workman entitled?”

Due notice was issued to the management, workmen and concerned trade union. The counter and rejoinder received. Two witnesses on behalf of the management examined and discharged. Neither the Trade union nor the workman adduced any evidence on their behalf. Rather the workman, filed an application before this Court to pass No. Dispute Award since no industrial dispute now exists between the workman and management. So also advocate appearing on behalf of the trade union supports that. There is no difficulty to pass a No Dispute Award.

No Dispute Award passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 14 नवम्बर, 2012

**का. आ. 3521.** कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एटद्वारा 01 दिसम्बर, 2012 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा- (1) और धारा- 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्रम सं.	राजस्व ग्राम का नाम	हटबस्त संख्या	तहसील	ज़िला
(1)	(2)	(3)	(4)	(5)
1.	नगर पालिका समिति, धूरी की समीओं के अन्तर्गत आने वाले क्षेत्र	धूरी	संग्रुर	

(1)	(2)	(3)	(4)	(5)
2.	मनवाला	72	धूरी	संग्रुर
3.	ककार्वल (ककरवाल)	60	धूरी	संग्रुर
4.	लड़ा	57	धूरी	संग्रुर
5.	बेनरा	95	धूरी	संग्रुर
6.	धुरा	73	धूरी	संग्रुर
7.	नगर पालिका समिति, समाना की सीमाओं के अन्तर्गत आने वाले क्षेत्र		समाना	पटियाला
8.	चोहट	57	समाना	पटियाला
9.	धेन्हल	78	समाना	पटियाला
10.	फतेहपुर	11	समाना	पटियाला
11.	नासुपुर	15	समाना	पटियाला
12.	असंपुर	17	समाना	पटियाला
13.	चुपकी	81	समाना	पटियाला
14.	राजला	179	समाना	पटियाला
15.	बेहमाना	88	समाना	पटियाला
16.	सेहजपुर कलां	66	समाना	पटियाला
17.	सेहजपुर खुर्द	65	समाना	पटियाला
18.	बकराला शाईका	71	समाना	पटियाला
19.	गजवास	93	समाना	पटियाला
20.	फतेहगढ़ अलिअस रेताड़	76	समाना	पटियाला

[सं. एस-38013/36/2012-एस.एस. 1]

नरेश जायसवाल, अवर सचिव

New Delhi, the 14th November, 2012

**S. O. 3521.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st December, 2012 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except Sub-section (1) of Section 76 and Sections, 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Punjab namely :—

Sr. No.	Name of the Revenue Village	Habbast No.	Tehsil No.	District
(1)	(2)	(3)	(4)	(5)
1.	Areas within the limits of Municipal Committee, Dhuri	—	Dhuri	Sangrur

(1)	(2)	(3)	(4)	(5)
2.	Manwala	72	Dhuri	Sangrur
3.	Kakarwal	60	Dhuri	Sangrur
4.	Ladda	57	Dhuri	Sangrur
5.	Benra	95	Dhuri	Sangrur
6.	Dhura	73	Dhuri	Sangrur
7.	Areas within the limits of Municipal Committee, Samana	—	Samana	Patiala
8.	Chohat	57	Samana	Patiala
9.	Dhenthal	78	Samana	Patiala
10.	Fatehpur	11	Samana	Patiala
11.	Nasupur	15	Samana	Patiala
12.	Asarpur	17	Samana	Patiala
13.	Chupri	81	Samana	Patiala
14.	Rajla	179	Samana	Patiala
15.	Behamana	88	Samana	Patiala
16.	Sehajpurkalan	66	Samana	Patiala
17.	Sehajdpr Khurd	65	Samana	Patiala
18.	Kakrala Bhaika	71	Samana	Patiala
19.	Gajewas	93	Samana	Patiala
20.	Fatehgarh alias Retgarh	76	Samana	Patiala

[No. S-38013/36/2012-S. S.]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 16 नवम्बर, 2012

का. आ. 3522.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91—के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्द्वारा मैसर्स पवन हंस हेलिकॉप्टर्स लिमिटेड के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, अधिसूचना के जारी किए जाने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात् :

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जाएंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदर्भ अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारबाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारबाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण)

विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थी;

- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम का इस नियम प्राधिकृत कोई अन्य पदधारी;
- (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारबाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा :-
- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है; अथवा
- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारबाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या आसन्न नियोजक की, उसके अधिकारी या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारबाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारबाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
- (ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, पदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[ सं. एस-38014/13/2011-एस.एस. 1 ]  
नरेश जायसवाल, अवर सचिव

New Delhi, the 16th November, 2012

**S.O. 3522.**—In exercise of the powers conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of M/s. Pawan Hans Helicopters Ltd. from the operation of the said Act. The exemption shall be effective from the date of issue of this Notification for a period of one year.

2. The above exemption is subject to the following conditions namely :—

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees;
  - (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
  - (3) The contributions for the exempted period, if already paid, shall not be refundable;
  - (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
  - (5) Any Social Security Officer appointed by the Corporation under Sub-section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :
    - (i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or
    - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
    - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to :
- (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
  - (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
  - (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
  - (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
  - (e) exercise such other powers as may be prescribed.
- (6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/13/2011-S.S. I]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 21 नवम्बर, 2012

**का. आ. 3523.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथासंशोधित 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, श्रम और रोजगार मंत्रालय के प्रशासकीय नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिसके न्यूनतम 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :

1. क्षेत्रीय श्रम संस्थान (डीजीफासली), कानपुर
2. क्षेत्रीय श्रम संस्थान (डीजीफासली), फरीदाबाद
3. गोदी सुरक्षा निरीक्षणालय (डीजीफासली), न्यू मैंगलूर
4. गोदी सुरक्षा निरीक्षणालय (डीजीफासली), कांडला
5. गोदी सुरक्षा निरीक्षणालय (डीजीफासली), कोच्चि
6. गोदी सुरक्षा निरीक्षणालय (डीजीफासली), मुंबई
7. गोदी सुरक्षा निरीक्षणालय (डीजीफासली), विशाखापट्टनम

[सं. ई-11017/1/2006-रा.भा.नि.]

चन्द्र प्रकाश, संयुक्त सचिव

New Delhi, the 21st November, 2012

**S.O. 3523.—**In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976 (as amended 1987), the Central Government hereby notifies following offices under the administrative control of the Ministry of Labour & Employment, at least 80% Staff whereof have acquired working knowledge of Hindi :—

1. Regional Labour Institute (DGFASLI), Kanpur
2. Regional Labour Institute (DGFASLI), Faridabad
3. Dock Safety Inspectorate (DGFASLI), New Mangalore
4. Dock Safety Inspectorate (DGFASLI), Kandla
5. Dock Safety Inspectorate (DGFASLI), Kochhi
6. Dock Safety Inspectorate (DGFASLI), Mumbai
7. Dock Safety Inspectorate (DGFASLI), Vishakhapatnam

[No. E-11017/1/2006-RBN]

CHANDRA PRAKASH, Jt. Secy.